

CONVEYANCE DEED

THIS INDENTURE made this _____ day of _____ Two
Thousand **Twenty**

-BETWEEN-

VIGNESH PROPERTIES PVT. LTD., hereinafter referred to as the
OWNER/ VENDOR (which expression shall unless excluded by or
repugnant to the subject or context be deemed to mean and include
in respect of the companies their respective successor or successors
-in -interest and assigns and in respect of the individuals their
respective heirs, legal representatives and assigns) of the **FIRST**
PART

-AND-

_____ represented by its authorized
signatory _____ (PAN No.- _____), (Mobile no. _____) son
of authorized vide resolution of the Partners dated _____
residing at _____, P.O _____, P.S _____,
Kolkata - _____ hereinafter referred to as the
“**PROMOTER**” (which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include its

successor in interest, executors, administrators and permitted assignees including those of the respective partners) of the **SECOND PART :**

-AND-

{If the allottee is the company}

_____ (CIN no. _____), a company incorporated under the provision of the companies act, [1956 or 2013 as the case may be], having its registered office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) duly authorized vide board resolution dated _____ hereinafter referred to the “ Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators and permitted assignees) of the **THIRD PART:**

[or]

{ If the Allottee is the Partnership Firm or a **LLP** }

_____ - a partnership firm (or a Limited or a LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act, 2008) having its principal place of business at _____ (PAN - _____), represented by its authorized Partner, _____ (Aadhar No. _____) authorized vide _____ hereinafter to as th “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivors of them, their

heirs, executors and administrators of the last surviving Partner and his/ her/ their assigns) of the **THIRD PART:**

[or]

[If the Allottee is an individual]

Mr./ Ms. _____ (Adhar No. _____) son/ daughter of _____ , aged about _____, residing at _____, PAN no. _____) and 2. Mr. / Ms. _____ (Aadhar No. _____) son/ daughter of _____, aged about _____, residing at _____, PAN no. _____) hereinafter jointly referred to as the “ Allottee”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors in interest and permitted assigns,) of the **THIRD PART :**

WHEREAS :

A) By virtue of Deed of Conveyance dated 8th day of January, 1937 registered at the office of the Registrar of Assurances Calcutta and recorded in Book No.I, Volume No.23, pages: 21 to 27 being No.53 for the year 1937 **Goenka Properties Ltd.** became the absolute Owner of premises No.385, Upper Chitpur Road, Calcutta now known as **237A, Rabindra** Sarani measuring an area of **5 cottah 1 chittack 31 sq.ft.** more or less togetherwith brick built structure standing thereon and premises **No.29, Banstolla** Street now known as **29A, Sir Hariram Goenka** Street, measuring an area of **4 cottah 13 chittack 42 sq.ft.** more or less togetherwith brick

built structure standing thereon totaling to **9 cottah 15 chittack 28 sq.ft.** more or less under the Kolkata Municipal Corporation under Ward No.23, Borough No.IV. However, on survey total area of the aforesaid two premises has been found to be **9 cottah 15 chittack 02 sq.ft.** more or less, hereinafter referred to as the “**SAID PROPERTY**” as morefully and particularly described in the **FIRST SCHEDULE** hereunder written ;

B) On 18th November, 2014 the Registrar of Companies Kolkata issued a certificate of incorporation pursuant to change name certifying that on and from 18th November, 2014 **Goenka Properties Ltd.** known as **VIGNESH PROPERTIES PVT. LTD.** ;

B1) The said Owner contemplated development of their land by construction of a **Office Space/ Commercial Space** Project and for that purpose had entered into a Development Agreement dated _____ appointing M/S _____ as the Developer which was registered in the office of the _____ for the year _____

E) The Owners/ Vendors also executed a Power of Attorney dated _____ registered in the office of the _____ and recorded in Book No. _____, Volume No. _____, Pages _____ to _____ Being No. _____ for the year _____ and granted the necessary power unto the Promoter for undertaking the Development of the Phase/ Project.

F) All the Facilities and Amenities, infrastructure etc. Irrespective of their location will be mutually shared by all the phases of the

entire **Office Space/ Commercial Space** as part of a common integrated development.

G) The Promoter obtained a Building Plan No. _____ dated _____ sanctioned by the _____

H) The Promoter has registered the project under the provision of the West Bengal Housing Industry Regulation Act 2017 (WBHIRA) at Kolkata no. _____ under Registration No. _____

I) The Promoter has since completed the construction of **Office Space/ Commercial Space in Phase -1** and obtained Completion Certificate No. _____ dated _____ from the Competent Authority.

J) Pursuant to Expression of Interest by the Allottee dated _____ the Promoter granted allotment by issuing a Provisional Booking Letter dated _____ to the allottee and thereafter by an Agreement for sale dated _____ executed by and between the Owners/ Vendors of the First Part, The Promoter of the Second Part and the Allottee of the Third Part , and registered in the office of the _____ and recorded in Book no. _____, Volume no. _____, Pages _____ to _____ Being No. _____ for the year _____. the owners of the Promoter had agreed to sale and the Purchaser had agreed to purchase ALL THAT the _____ **Office Space/ Commercial Space** no _____ having carpet area of _____ square feet corresponding to Built-up area of _____ square feet more fully described in the **SECOND SCHEDULE** hereunder written and demarcated in the Block Plan annexed hereto and marked **ANNEX - A** and pro rata share in the “common areas” (user right only since Common Area will be

conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause (m) of section 2 of the Act which includes exclusive use of the Balcony admeasuring _____ and also exclusive use of _____ appertaining to the unit (hereinafter referred to as the “**Office Space/ Commercial Space**” at and for a consideration of Rs. _____ /- (Rupees _____ only).

K) Other than the project land promoter has plan to add more Land in the entire project land and extend the complex by purchasing more adjacent land for various other phases herein after referred to as Future Phases.

L) Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired and also future phases and all phases will share the common amenities, facilities and services amongst each other as per Rule 10 of the Act.

M) The Owner and the Promoter have further decided that the aggregate FAR sanctioned for the entire **Office Space/ Commercial Space**.

N) Till such time the Mother/ Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses (CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of the entire complex

towards maintenance of common pathways, basic infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, and common services divided by the area for which notice of possession has been issued by the builder for and including all the phases and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession (Notice of Possession) in subsequent phases. The Mother/ Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/ facilities will be common to all the phases.

O) The occupants of **Office Space/ Commercial Space** in other phases of the project including future phases shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually.

P) It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easements, rights and appurtenances belonging thereto shall be available mutually for use and enjoyment of the Allottees of the entire **Office Space/ Commercial Space** with further future extensions.

Q) **The Promoter hereby declares that the _____ available as on date in respect of the project land in -----
----- Square meters only and Promoter has planned to utilize more _____ space** Index by availing of based on the proposed construction and sale of **Office Space/ Commercial Space** to be carried out by the Promoter by utilizing the proposed FAR and on the

understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains utilized in the earlier phases, the Promoter will be at liberty to consume the same in later phases at its discretion.

R) The Promoter may at any subsequent period undertake development of separate complex on land which is adjacent but not part of the “ SAID PROPERTY” and in that case the Promoter may decide to provide for a passage way across “ SAID PROPERTY” and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Office Space/ Commercial Space Owners of the “said property” and their Association. The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/ Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Projects/ Phase and similarly the facilities in the extended Project/ Phase shall be available for use by the Residents/ Occupiers of the present Phases/ Complex.

S) RESERVED RIGHTS OF THE PROMOTER

Since the entire Office Space/ Commercial Space is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within

or passing through the earlier phases including this project/ phase.

- (i) The Promoter will have the liberty to change the direction of infrastructure services which may be required to be utilized by allottees of the adjoining phase/project.
- (ii) The promoter will have free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or **Office Space/ Commercial Space**.
- (iii) The Promoter its successors and assigns are hereby permitted , at their own expense to construct further **Office Space/ Commercial Space** and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any **Office Space/ Commercial Space**.

The Allottee has : -

- i) fully satisfied himself/herself/themselves as to the title of the Owners/Vendors and the right of the Promoter in respect of the said land.

ii) inspected the said Development Agreement entered into between the Owner/Vendor and the Promoter.

iii) inspected the plan sanctioned by the authorities concerned in respect of the **Office Space/ Commercial Space** constructed by the Promoter and agreed not to raise any objection with regard thereto.

iv) verified the location and site of the **Office Space/ Commercial Space** including the egress and ingress hereof, specifications of the **Office Space/ Commercial Space** and of the complex and also the area of the **Office Space/ Commercial Space**.

v) confirmed that the right of the Allottee shall remain restricted to the said **Office Space/ Commercial Space** and the Properties Appurtenant Thereto.

vi) Examined and satisfied themselves about the Terms and Conditions as contained in the **Agreement for sale dated** _____ and agrees to abide by it at all times in future and be bound by the Rules, Regulations and Restrictions contained therein.

vii) confirmed that the Promoter shall be entitled to change and/or alter and/or modify the said Plan In respect of future phases of the Office Space/ Commercial Space in compliance with section 14 of the WBHIRA Act and other laws as applicable including change of use of any part or portion of the various Office Space/ Commercial Space to be constructed erected and completed on the said

land and in that event the Allottee shall have no objection to the application of common facilities to such extension,

viii) satisfied himself/herself / themselves as to the carpet area and the built-up area to comprise in the said **Office Space/ Commercial Space**.

ix) Structural stability of the **Office Space/ Commercial Space**.

x) Construction of the **Office Space/ Commercial Space**,

xi) The fittings and fixtures installed at the said **Office Space/ Commercial Space**.

xii) Completion and finishing of the **Office Space/ Commercial Space**,

xiii) The situation of car parking space.

xiv) The supply of water and electricity to the **Office Space/ Commercial Space**,

xv) The common facilities and amenities of the Phase/Complex,

xvi) Examined the Completion Certificate issued by the Competent Authority in respect of the **Office Space/ Commercial Space**.

T) The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the

subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement and in consideration of the sum of **Rs. _____/- (Rupees _____ only)** of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said **Office Space/ Commercial Space** and properties appurtenant thereto the Vendors doth and each of them do hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee ALL THAT THE **Office Space/ Commercial Space** no.....having carpet area of square feet corresponding to Built-up area of ____ square feet more fully described in the **SECOND SCHEDULE** hereunder written and demarcated in the Block Plan annexed hereto and marked **ANNEX-A** and pro rata share (in the "common areas" (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building **as defined under clause (m) of section 2 of the Act which includes exclusive use of the Balcony admeasuring ____ Sq.Ft and also exclusive use of the front yard open area(which includes Car Parking Area) admeasuring ____ Sq.Ft and the backyard area admeasuriung ____ Sq.Ft and the Roof admeasuring ____ Sq.Ft. and Additional Backyard admeasuring ____ Sq.Ft** appertaining to the Unit all of which are here to fore as well as hereinafter collectively referred to as the **SAID Office Space/ Commercial Space AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts,

whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in the Schedule-E to the Agreement for Sale dated ____ in common with the other **Office Space/ Commercial Space** Owners **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said **Office Space/ Commercial Space** And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said **Office Space/ Commercial Space** and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

II. AND THE OWNERS/VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:

a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoter done or executed or knowingly suffered to the contrary the Owners/Vendors are or the Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled **to Said Office Space/ Commercial Space And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be** and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said **Office Space/ Commercial Space** And The Rights And Properties Appurtenant thereto hereby

conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.

c) The said **Office Space/ Commercial Space** And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoter.

d) The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said **Office Space/ Commercial Space** And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said **Office Space/ Commercial Space** And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things

whatsoever for further better or more perfectly assuring the Said **Office Space/ Commercial Space** And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

g) The Owners/Vendors and the Promoters have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby the Said **Office Space/ Commercial Space** And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/their **attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Office Space/ Commercial Space** and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts there from as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID Office Space/ Commercial Space AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY

COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTER as follows :-

a) To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Agreement for sale as part and parcel of these presents.

b) To become member and/or share holder, as the case may be, of the Apartment Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organization to be formed as be deemed necessary and expedient by the Promoter and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoter and/or the holding Organization for common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organization and to do all the necessary acts deed and things.

IV. It is further stated that as on the date of procurement of completion certificate there is no electric connection in the aforementioned **Office Space/ Commercial Space**.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(SAID PROPERTY)

ALL THAT land measuring about **9 cottah 15 chittack 02 sq.ft.** more or less lying and situate at and premises 29A, Sir Hariram Goenka Street, **P.S. Posta**, Kolkata-700007 under the Kolkata

Municipal Corporation under Ward No.23, Borough No.IV, togetherwith brick built structure standing thereon, as shown in the MAP or PLAN annexed hereto and bordered with RED COLOUR thereon and butted and bounded as follows:-

ON THE NORTH	Premises No.239, Rabindra Sarani and premises No.241, Rabindra Sarani ;
ON THE SOUTH	Sir Hariram Goenka Street ;
ON THE EAST	Rabindra Sarani ;
ON THE WEST	29/1, Sir Hariram Goenka Street, Kolkata-700007.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID OFFICE SPACE/ COMMERCIAL SPACE THERETO)

ALL THAT the **Office Space/ Commercial Space Unit No.____** having carpet area of square feet corresponding to Built-up area of ____ square feet demarcated in the Block Plan annexed hereto and marked ANNEX-C and pro rata share in the common areas(User Right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under Clause M of Sec 2 of the Act which includes exclusive use of Balcony admeasuring __ Sq.Ft and also exclusive use of Front Yard area (which includes Car Parking Area) admeasuring __ Sq.Ft and the Backyard area admeasuring __ Sq.Ft and the Roof admeasuring __ Sq.Ft and Additional Backyard

admeasuring ___ Sq.Ft. appertaining to the Unit in First Phase of the **Office Space/ Commercial Space** named "-----" under construction on the Schedule-A Land.