

CONVEYANCE DEED

**THIS DEED OF CONVEYANCE is made on this _____ day of
_____ TWO THOUSAND AND SEVENTEEN BETWEEN**

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M/S. BENGAL UNITECH UNIVERSAL INFRASTRUCTURE PVT. LTD., a Company within the meaning of Companies Act, 1956 (now re-enacted as Companies Act, 2013) and having its registered office at 6, Community Centre, Saket, New Delhi - 110017, and Regional Office at Uniworld City-Horizons, Tower – 7, Unit No. 001 & 002, Ground Floor, Action Area – III, Main Arterial Road, New Town, Rajarhat, Dist. - North 24 Parganas, P.S. Newtown, P.O. Newtown, Kolkata – 700160, West Bengal, having its PAN No. AAACU7148Q through its Authorized Signatory **MR. SUDIP CHAKRABORTY** son of Late Sital Chandra Chakraborty duly authorized vide board resolution dated 4th July, 2009 passed in the meeting of the board of directors of the Company held on 15th June, 2009, hereinafter referred to as “the **VENDOR,**” (which expression unless it be repugnant to the context or meaning thereof, shall mean and include its successors, and assigns) of the **ONE PART.**

AND

(1) MR. _____ son of _____ having his PAN No. _____
& (2) MRS. _____ wife of _____
_____ having her PAN No. _____, both residing at _____,
P.S. _____, **Dist.** – _____, **P.O.** _____,
Kolkata – _____, hereinafter called and referred to as “the **PURCHASERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and permitted assigns) of the **OTHER PART;**

WHEREAS:

- (A) Pursuant to an advertisement in the leading national newspapers made by **WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (“WBHIDCO”)** for expression of Interest (‘EOI’) from national level reputed builders and developers for the development of hundred (100) acres of land for housing plus fifty (50)

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acres of land for IT/ITES, office complex, tourism and other related facilities in New Town, Kolkata, Bengal Unitech Universal Infrastructure Private Limited ("**BUUIPL**") applied to WBHIDCO for such allotment. Upon consideration of various proposals and documents, WBHIDCO selected BUUIPL to allocate land in New Town, Kolkata for residential, Information Technology and Information Technology Enabled Services ("**IT/ITES**"), tourism and other related services. Pursuant to such selection WBHIDCO and BUUIPL entered into a Memorandum of Understanding, dated 7th October, 2004 ("**MOU**").

- (B) In terms of the said MOU, WBHIDCO had agreed to sell, on free-hold basis, to BUUIPL fifty (50) acres of land for the development of an IT/ITES complex, tourism and other related services in New Town, Kolkata and another hundred (100) acres of land for housing purpose. Subsequently vide registered deed of conveyances bearing nos. 5162 dated 30.07.2005, 6901 dated 29.06.2006, 843 dated 01.02.2007, 1517 dated 21.03.2007, 2554 dated 26.04.2007 and 5956 dated 30.06.2009 the said WBHIDCO Ltd. has sold, transferred and conveyed unto and in favour of BUUIPL land admeasuring 98.333 acres (Land).
- (C) The Vendor has developed a complex by constructing residential multistoried buildings namely **Uniworld City Cascades**, on part of the land comprised in Plot No. AA III/BLK-2/2 (Part) & AA III/BLK-2/1 (Part) comprising of various towers/Blocks (hereinafter called and referred to as the said premises).
- (D) By an Agreement dated _____ the Purchasers have agreed to purchase and acquire on ownership basis **ALL THAT the Flat No. _____ on the _____ Floor at Tower No. _____ of Uniworld City-Cascades containing by admeasurement a Super built up area of _____ Sq.ft.** (be the same a little more or less) (hereinafter referred to as "the said **FLAT**") **TOGETHER WITH ALL THAT the ____ (____) Covered Car Parking space No. _____ in the**

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Basement of the said Tower AND TOGETHER WITH the proportionate undivided impartible share in the land comprised in the said Tower attributable to this Flat for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said **SALE AGREEMENT**).

- (E) On or before execution of this Conveyance, the Purchasers have fully satisfied themselves as to:
- i) The title of the Vendor,
 - ii) Have perused all the title deeds and papers regarding the title of the premises.

And the Purchasers shall never arise any objection as to the title of the Vendor.

NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of a total sum of **Rs. _____/- (Rupees _____ only)** already paid by the Purchasers to the Vendor, (the receipt whereof the Vendor doth hereby admit and acknowledge of and from the payment of the same and every part thereof doth hereby acquit release and discharge the said Purchasers) the Vendor doth hereby grant , convey, transfer, assure and assign unto the Purchasers free from all encumbrances **ALL THAT the Flat No. _____ on the _____ Floor at Tower No. _____ of Uniworld City-Cascades containing by admeasurement a Super built up area of _____ Sq.ft.** (be the same a little more or less) (hereinafter referred to as "the said **FLAT**") **TOGETHER WITH ALL THAT the _____ (_____) Covered Car Parking space No. _____ in the Basement of the said Tower AND TOGETHER WITH** and its undivided proportionate and impartible rights in land underneath the said Tower in which this Flat is situated

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(hereinafter called "**the said Flat**") (more fully described in the **Schedule 'A') at Uniworld City, Cascades**, within Action area III, in New Town, Mouza Patharghata, Rajarhat, District 24 Parganas (N) as per the Unit Plan annexed hereto together with right of use of all ways, paths, passages, rights, liberties, privileges, easements, quasi easement, benefits and advantages or lights, water courses, appendages and appurtenances whatsoever to the said Flat or any part thereof, belonging to or in any way appertaining thereto or usually held, used, occupied or enjoyed or reputed or known as part and parcel appurtenant thereto **TO HAVE AND TO HOLD** the said FLAT hereby sold transferred and conveyed and every part thereof unto and to the use of the Purchasers, and the Purchasers hereby agrees to make payment of the maintenance charges/common expenses and other charges payable in respect of the Said Flat and the Properties Appurtenant Thereto to the co owners, or their agents and facility manager appointed by them and/ or their respective agents upon the maintenance being handed over by the Purchasers to the Holding Organization subject to the exceptions, reservations, conditions and covenants hereinafter contained.

2. **THAT** notwithstanding any act, deed matter or thing by the said Vendor made, done, executed or knowingly suffered to the contrary the Vendor now has good right full power and absolute authority to grant sell transfer convey release and confirm the said Flat hereby granted sold transferred conveyed released and confirmed or expressed or intended so to be unto and to the use of the Purchasers in the aforesaid manner.
3. **THAT** the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Flat and receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by any person or persons having or lawfully or equitably claiming as aforesaid.

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4. **THAT** the Purchasers and all other persons deriving title under these presents shall and will at all times hereafter observe the restrictions/ House Rules regarding the user of the said Flat and also the obligations and do's and don't's in terms of the maintenance agreement entered with the maintenance agency.
5. **THAT** the parking Space(s) bearing **No. _____ situated in the Basement of the said building** have been allocated by the Vendor to the Purchasers as per the said agreement. The Purchaser(s) agrees that the said parking spaces allocated to the Purchasers for their exclusive use and shall be understood to be together with the said Flat and deemed as facility for specific Flat only and also the same shall not have any independent legal entity detached from the said Flat. The Purchasers undertakes not to sell/transfer/deal with the parking spaces independent of the said flat and further undertakes to park his/her vehicle in the said parking spaces and not anywhere else in the said complex. It is specifically made clear to the purchaser(s) that the areas reserved for services, maintenance staff etc., shall not be used for parking his/her vehicles.
6. **THAT** the Purchaser(s) shall pay directly or if paid by the vendor, then reimburse to the vendor on demand, Government rates property taxes, taxes of all and any kind whether levied or leviable now or in future on the said complex and/or the building(s) constructed on the said portion of land or the said Flat, as the case may be as assessable/ applicable from the date of application of the Purchaser(s) and the same shall be borne and paid by the Purchaser(s) in proportion to the super built up area of the said Flat vis-à-vis the super built up area of all the Flats in the said building/complex as determined by the vendor. Further, the Purchaser(s) shall be liable to pay from the date of execution of this deed of conveyance, property tax or any other fee, cess or tax as and when levied by any local body or authority so long as the said Flat of the purchaser(s)

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is not separately assessed to such taxes, fee vis-a vis the total super built up area of all the Flats in the said building/complex as determined by the Vendor. These taxes, fees, cesses etc. shall be paid by the purchaser(s) irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other body or association of all or some of the Flat owners.

7. **THAT** the Purchaser(s) shall within stipulated time, approach NKDA (Newtown Kolkata Development Authority) / relevant authority from the date of execution of these presents at his/her/their cost for obtaining mutation of their names as the owner of the said unit and Purchasers shall pay the proportionate share of the assessed tax and other taxes and impositions payable in respect of the said building, as may be determined and fixed, by the authority concerned.
8. **THAT** the possession of the said Flat has been handed over to the Purchaser(s), the Purchaser(s) hereby confirms taking over possession of the said Flat from the vendor after satisfying himself/herself/themselves and the purchaser(s) have no complaint or claim in respect of the area of the said Flat, any item of work, material, quality of work etc., therein.
9. **THAT** the purchaser(s) shall be required to pay Common Maintenance and other charges as will be fixed by the vendor or the maintenance agency or association of flat owners and as stipulated in the maintenance agreement signed by the purchaser(s), the vendor and the maintenance agency. The decision of the Vendor or the maintenance agency or the body or association in respect of the maintenance charges will be final and binding on the Flat owners or on association of the Flat owners. The payment of such charges and any other charges shall be paid in terms of the said agreement being entered between the maintenance agency and the Purchaser(s).

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10. In case of default in payment of the Maintenance Charges, the Purchasers shall be liable to pay to the Vendor/Maintenance Agency interest @ 18% per annum on the outstanding dues/payments for the period of delay.
11. The Purchasers shall pay to the Developer the Electricity, Water and Sewerage connection charges and the contingency deposit.
12. The Purchasers shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the building in common with the other Flat owners and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Flat owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same in accordance with the rules, regulations and bye laws of the Association of Owners; If it is required by the Vendor, the Purchasers shall allow the Vendor to enter the said Flat after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.
13. That the Purchasers shall not cause any harm or damage to the peripheral walls, front, side and rear elevations of the said Flat in any form. The purchaser(s) shall also not change the colour scheme of the outer walls or exterior side of the doors and windows of the Flat and shall also not carry out any change in the exterior elevation and design.
14. The purchaser(s) shall keep the said Flat, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging in good tenable repair or condition and in particular so as to support, shelter and protect the parts of the building(s) other than the said Flat and shall abide by all laws, bye laws, rules and regulations of the Government, Local/Municipal Authorities and/or any other authorities and local bodies and shall attend,

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answer and shall be responsible for all such deviations, violations or breaches of any such condition or bye-laws or rules and regulations.

15. That the Purchaser(s) shall not put up any name or sign board, neon-light, publicity or any kind of advertisement material, hoarding, clothes etc., on the external façade of the building or anywhere on the exterior or on the common areas and roads of the complex and shall be entitled to display his/her own name plate only at the place provided for the said Flat.
16. That the purchaser(s) shall not make any additions or alterations or cause damage to any portion of the building and the Said Premises or the said Flat and shall not remove or change the position of any walls of the said Flat including the load bearing walls/structures which shall remain common between the purchaser(s) and the owners of the adjacent Flat.
17. That the Purchaser(s) shall not be entitled to claim partition of their share in the land or the common areas and those shall always remain undivided and impartible.
18. The Purchasers shall not alter or subscribe to the alteration of the name of the building, which shall be known as '**Tower – _____, Cascades**'.
19. The Purchasers shall sign such papers, No Objection Certificates, declaration, etc., as may be required by the Vendor/ Association of Owners at the time of taking over possession of the said Flat or later, as and when required.
20. The Purchasers may get insurance of the contents lying in the said Flat at their own cost and expenses. The Purchasers shall not keep any hazardous, explosive, inflammable Chemicals/ material etc, which may cause damage to the block building or any part thereof, the Purchasers shall be liable for the same.
21. That the Purchaser(s) may transfer by sale, gift or otherwise the said Flat being transferred by these presents. However, before such transfer, the

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purchaser(s) shall inform the maintenance agency or the Flat owners association of the said transfer and clear the maintenance charges or other Government outstanding, if any, and also take NO DUES CERTIFICATE from the maintenance agency or the association of the Flat owners as the case may be.

22. That the purchaser(s) shall not use the said Flat in the manner that it may cause obstruction or hindrance of any nature to any common passages, verandah or terraces or other common facilities and services.
23. The provisions of The West Bengal Apartment Ownership Act, 1972 and Rules framed thereunder and other statutory laws wherever applicable will be observed and complied with.
24. That the purchaser(s) doth hereby undertake that the Purchaser(s) shall be solely responsible and liable for violation, of any provision of and other applicable rules, regulations or directions of the competent authorities and that the purchaser(s) shall keep indemnified the vendor and its employees or the maintenance agency for any liability and/or penalty resulting from such violation(s).
25. That except for the said Flat sold herein and all common easementary rights attached therewith, the other common areas and facilities provided in the premises and unallotted areas shall remain the property of the Vendor and those shall be seized and deemed to be in possession of the Vendor and the Vendor shall be entitled to any future exploitation of the same and the Purchasers shall not raise any objection in this regard.
26. That the Purchaser(s) has /have borne all expenses for the completion of this Deed including the Stamp Duty, Registration and other incidental charges if any.

SCHEDULE- A

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ALL THAT the piece and parcel of the Flat No. _____ on the _____ Floor at Tower No. _____ containing by admeasurement _____ Sq. ft. Super built up area in the building on the said Premises comprising of Living & Dining Room, _____ Bedrooms, _____ Toilets, _____ Servant Room with Toilet, _____ Kitchen and three Balconies **TOGETHER WITH** __ (_____) Covered Car Parking space No. _____ in the Basement of the said Tower at Uniworld City Complex known as 'Cascades' having Plot No. AA III/BLK-2/2 (Part) & AA III/BLK-2/1 (Part) in Action Area - III, New Town, Mouza Patharghata, Grampanchayat-Patharghata, Rajarhat, District- 24 Parganas (N), Kolkata – 700160, as per the Unit Plan annexed hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED BY THE

VENDOR at Kolkata

In the presence of:

1.

2.

SIGNED AND DELIVERED BY THE

PURCHASERS at Kolkata

In the presence of

1.

2.

**Drafted by
Advocate**