

DEED OF CONVEYANCE

THIS **DEED OF CONVEYANCE** made on this day of Two
Thousand and Twenty

B E T W E E N

1) SRI MANABENDRA GHOSH, (PAN NO. BNMPG2503E) 2) SRI SAMARENDRA GHOSH, (PAN NO. CUEPG8337A) 3) SRI RATHINDRA GHOSH (PAN NO. ATKPG0349M) ALL sons of Late Manindra Kumar Ghosh, by faith – Hindu, by Nationality – Indian, by occupation – retired, residing at 48 Bangur Avenue, Block – A, Police – Station - Lake Town, Kolkata – 700055, jointly hereinafter called and referred to as the “**LAND OWNERS/VENDORS**”, (which terms or expression shall

unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

GANGIKA INFRASTRUCTURE PVT. LTD., (PAN NO. AACCG6463C) a Company incorporated under the Companies Act, 1956, having its registered office at 86B/2, Topsia Road (South), Gajraj Chambers, Post – Office – Topsia, Police Station – Topsia, Kolkata – 700046, represented by its **Constituted Attorney MR. NARENDRA MANPURIA (PAN NO. AMRPM8788J)** son of Mr. Sohan Lal Manpuria, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 136, Jessore Road, Avani Oxford Complex, Block – 5, Flat No. 6E & 6F, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055, hereinafter called and referred to as the **“DEVELOPER/PROMOTER /CONFIRMING PARTY”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

_____, (PAN No. _____) (AADHAR No. _____) son of _____, by faith – Hindu, by Nationality – Indian, by occupation – _____, residing at _____, Police – Station - _____, Kolkata - _____, hereinafter called and referred to as the **“BUYER”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

All the parties to this Deed of Conveyance being **DEVELOPER/ PROMOTER, OWNER/VENDOR** and **BUYER** are hereinafter collectively referred to as the **“Parties”** and sometimes individually referred to as **“Party”**.

The terms **DEVELOPER/PROMOTER** and **OWNER/VENDOR** shall mean the Transferor and the term **BUYER** shall mean the Transferee.

WHEREAS on 23rd day of September, 1941, by virtue of a registered Deed of Conveyance one Amulyadhone Ghose and Monmohit Ghose sold, granted, transferred and conveyed to Mugneeram Bangur and Company for the consideration amount therein, inter alia ALL THAT piece or parcel of land being C.S. plot No. 1274 of Mouza –Krishnapore and the same was recorded in Book No. – I, Volume No. – 44, Pages – 38 to 59 Being No. 2437 for the year 1941, registered in the Sub – Registration Office of Cossipore, Dum Dum.

AND WHEREAS on 2nd day of January, 1942, by virtue of another registered Deed of Conveyance one Rai Bahadur Satish Chandra Choudhury and Others sold, granted, transferred and conveyed to Mugneeram Bangur and Company for the consideration amount therein, inter alia ALL THAT piece or parcel of land being

DRAFT DEED OF CONVEYANCE FOR WBHIRA

C.S. plot No. 1278 of Mouza –Krishnapore in which the Vendors therein had Madhyasatta Chirasthai Khajnar Bridhir Jogya right and the same was recorded in Book No. – I, Volume No. – 18, Pages – 6 to 13 Being No. 36 for the year 1942, registered in the Sub – Registration Office of Cossipore, Dum Dum.

AND WHEREAS on 2nd day of January, 1942, by virtue of another registered Deed of Conveyance one Rai Bahadur Satish Chandra Choudhury and Others sold, granted, transferred and conveyed to Mugneeram Bangur and Company for the consideration amount therein, inter alia ALL THAT piece or parcel of land being C.S. plot No.1274 & 1278 of Mouza –Krishnapore in which the Vendors therein had Madhyasatta Chirasthai Khajnar Bridhir Jogya right and the same was recorded in Book No. – I, Volume No. – 18, Pages – 6 to 13 Being No. 36 for the year 1942, registered in the District Registration Office at Alipore.

AND WHEREAS on 9th day of July, 1946, by a Patta one Kedar Nath Nandi Choudhury and Others sold, granted and demised by way of Mokorari Mourushi tenure in perpetuity to Mugneeram Bangur and Company for the consideration amount therein, inter alia the said C.S. plot No. 1278 of Mouza –Krishnapore and the same was recorded in Book No. – I, Volume No. – 33, Pages – 179 to 188 Being No. 1940 for the year 1946, registered in the Sub – Registration Office of Cossipore, Dum Dum.

AND WHEREAS on 19th day of August, 1949, by virtue of registered Deed of Conveyance Mugneeram Bangur and Company represented by its Partners namely Coowar Bangur, Naraincass Bangur, Gobind Lall Bangur, Gokul Chand Bangur and Narsing Dass Bangur sold, granted, transferred and conveyed to the then Vendor namely The Amalgamated Development Limited, a Joint Stock Company with limited liability, incorporated under the Indian Companies Act for the consideration amount therein, inter alia ALL THAT the said lands being C.S. plot Nos. 1274 and 1278 of Mouza –Krishnapore and the same was recorded in Book No. – I, Volume No. – 54, Pages – 1 to 52 Being No. 3243 for the year 1949, registered in the Sub – Registration Office of Cossipore, Dum Dum.

AND WHEREAS the then Vendor namely The Amalgamated Development Limited with a view to build up a residential colony developed the lands acquired by it as aforesaid including the said C.S. Plots Nos. 1274 and 1278 of Mouza – Krishnapore and other adjacent lands by leveling and hath constructed / proposes to construct roads therein according to a scheme plan and hath constructed/ proposes to construct pucca surface drains alongside the said roads and hath divided the lands abutting the said roads into small building sites or plots numbered serially such as 1, 2, 3.....etc, and for identification hath named the colony as “Bangur Avenue”, thereby henceforth absolutely seized and possessed of and otherwise well and sufficiently entitled to the Plot No. 48 of Bangur Avenue Block ‘A’ Kolkata – 55.

AND WHEREAS on 15th day of December, 1956 , by virtue of registered Deed of Conveyance the then Vendor namely The Amalgamated Development Limited sold, granted, transferred and conveyed to Sreemati Kamala Ghosh, wife of Sri Manindra Kumar Ghosh, resident of Asansol, District – Burdwan for the consideration amount therein, inter alia ALL THAT a plot of land measuring about 5 Cottahs 15

Chittacks and 14 Sq. ft., more or less lying and situate at Mouza – Krishnapur, now Shyamnagar, J.L. No. 17, now 32/20, Khatian No. 860, 852 and 853, C.S. Dag Nos. 1274 & 1278, being Premises/ Plot No. 48 Bangur Avenue, Block – A, Police – Station - Lake Town, Kolkata – 700055 within the jurisdiction of South Dum Dum Municipality, and the same was recorded in Book No. – I, Volume No. – 137, Pages 130 to 139, Being No. 9514, for the year 1956, registered in the office of Sub – Registrar, Cossipore Dum Dum.

AND WHEREAS Sreemati Kamala Ghosh the BUYER therein during her lifetime had constructed ground plus two storied building on ALL THAT a plot of land measuring about 5 Cottahs 15 Chittacks and 14 Sq. ft., more or less lying and situate at land Premises/ Plot No. 48 Bangur Avenue, Block – A, Police – Station - Lake Town, Kolkata – 700055 within the jurisdiction of South Dum Dum Municipality, morefully and specifically described in Schedule ‘A’ herein below.

AND WHEREAS Sreemati Kamala Ghosh the BUYER therein had died intestate on 21st June, 1970 leaving behind her husband namely Manindra Kumar Ghosh and three sons namely:- a) Manabendra Kumar Ghosh b) Samarendra Kumar Ghosh and c) Rathindra Kumar Ghosh as her only legal heirs who had jointly inherited the ownership right in said property, as aforesaid, according to the Hindu Succession Act, 1956, as applicable thereto.

AND WHEREAS the said Manindra Kumar Ghosh, husband of Sreemati Kamala Ghosh, since deceased, died intestate on 10th May, 1990, leaving behind his aforesaid three sons namely:- a) Manabendra Kumar Ghosh b) Samarendra Kumar Ghosh and c) Rathindra Kumar Ghosh as his only legal heirs who had jointly inherited the ownership right in said property, as aforesaid, according to the Hindu Succession Act, 1956, as applicable thereto.

AND WHEREAS by virtue of inheritance and succession as governed by the Hindu Succession Act, 1956, as applicable thereto, the Land Owners / Vendors herein namely **a) Manabendra Kumar Ghosh b) Samarendra Kumar Ghosh and c) Rathindra Kumar Ghosh** became the absolute owners herein being absolutely seized, possessed and / or otherwise well and sufficiently entitled to with respect to ALL THAT a plot of land measuring about 5 Cottahs 15 Chittacks and 14 Sq. ft., more or less lying and situate at Mouza – Krishnapur, now Shyamnagar, J.L. No. 17, now 32/20, Khatian No. 860, 852 and 853, C.S. Dag Nos. 1274 & 1278, being Premises/ Plot No. 48 Bangur Avenue, Block – A, Police – Station - Lake Town, Kolkata – 700055 within the jurisdiction of South Dum Dum Municipality as described in Schedule ‘A’ herein below having absolute ownership right in the said property and their names have also been recorded as owners of the said property in the records maintained by the South Dum Dum Municipality.

AND WHEREAS the Land Owners/ Vendors herein while in possession and enjoyment of the said property entered into a **Registered Development Agreement** on **15th February, 2019** with **GANGIKA INFRASTRUCTURE PVT. LTD.**, a Company incorporated under the Companies Act, 1956, having its registered office at 86B/2, Topsia Road (South), Gajraj Chambers, Post – Office – Topsia, Police Station – Topsia, Kolkata – 700046, represented by its Constituted

Attorney MR. NARENDRA MANPURIA (Developer herein) in respect of construction of a multi – storied building upon the said land and the same was recorded in Book No. – I, Volume No. 1504 – 2019, Pages 14147 to 14204 being No. 150400338 for the year 2019, registered in the office of Additional District Sub – Registrar Office, Bidhannagar.

AND WHEREAS in pursuant to the said Agreement regarding construction of a multi – storied building upon the said land mentioned in Schedule ‘A’ hereinbelow with right to sell the Developer’s Allocation of the said building the Land owners/Vendors (Land owners/Vendors / First part herein) has executed a **Registered General Power of Attorney on 15th February, 2019**, and the same was recorded in Book No. I, Volume No. 1504 - 2019, Pages from 17293 to 17326, Being No. 15040011 for the year 2019, registered in the office of Additional District Sub – Registrar, Bidhannagar in favour of Gangika Infrastructure Pvt. Ltd., (Developer/confirming party herein) AND in the said registered General Power of Attorney represented by its Constituted Attorney Mr. Narendra Manpuria, is empowered for and on behalf of the Land Owners / Vendors herein to do all acts deeds and things related with the said construction of proposed multi – storied building with right to sell or transfer the Developer’s Allocation of the said building and to make all Sale Agreements and all other things of the said proposed building to any intending BUYER(s) and to receive all earnest and consideration price for the same from the BUYER(s) which the Developer /confirming party here in think best fit and proper, more fully and clearly described therein.

AND WHEREAS the said G + IV storied building has been raised in accordance with a Building Plan, being **Building Plan vide No. 124 dated 24.06.2019** duly sanctioned by the concerned Department of the South Dum Dum Municipality and has been paying Municipality taxes therefore.

AND WHEREAS the Developer/Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration no. _____ .

AND WHEREAS the BUYER/ THIRD PART herein being desirous of purchasing the said flat together with a garage / Car Parking Space morefully described in the **SCHEDULE “B”** hereinbelow from the Developer / Second Part allocation approached the DEVELOER / SECOND PART herein and offered to purchase the same at and for a price of Rs. _____/- (Rupees _____ only) for flat and Rs. _____/- (Rupees _____ only) for garage.

AND WHEREAS the Buyer has, prior to the date hereof, examined the copy of the WBHIRA Certificate and has caused the WBHIRA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Buyer has agreed and consented to the development of the Real Estate Project on the said Lands. The Buyer has also examined all documents and information uploaded by the Developer/Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.

AND WHEREAS the **DEVELOPER / SECOND PART** herein in its personal capacity as derived from Development Agreement dated 15th February, 2019, thereby executing and granting Registered Development Power of Attorney on 15th February, 2019 respectively as also in its capacity being the **Constituent Attorney** of the LAND OWNERS / VENDORS / FIRST PART accepted the proposal of the BUYER/Third Part and upon accepting the said offer of the **BUYER / THIRD PART** herein as reasonable and upon agreeing to sell, transfer and convey the said flat along with undivided proportionate share of land in the said premises together with all rights of user of common areas, amenities and facilities in the said building, as morefully described in the **SCHEDULES "B"** hereinbelow unto the BUYER /THIRD PART herein free from all encumbrances whatever entered into a **NOTARIZED AGREEMENT FOR SALE DATED _____ AND / OR REGISTERED AGREEMENT FOR SALE DATED _____** with the **BUYER/ THIRD PART** herein and the same was recorded in Book No. _____, Volume No. _____ Pages _____ to _____ being No. _____ for the year, registered in the office of _____.

AND WHEREAS the **BUYER / THIRD PART** herein paid to the **DEVELOPER / SECOND PART** herein a sum of Rs. _____/- (Rupees _____ only) towards part / earnest payment of consideration money out of the said total consideration money of Rs. _____/- (Rupees _____ only) at the time of execution of the said Notarized / Registered Agreement for Sale dated _____, which the **DEVELOPER / SECOND PART** herein doth hereby admit and acknowledge.

AND WHEREAS the **LAND OWNER / VENDOR / FIRST PART** herein has a clear and marketable title and the **DEVELOPER / SECOND PART** herein in its capacity has derived indefeasible and good right, full power and absolute authority to sell the said flat from their respective allocation as morefully described in the **SCHEDULES "B"** hereinbelow and has been in possession thereof without any claim, demand, interruption, disturbance and hindrance of any nature whatever.

AND WHEREAS the **DEVELOPER / SECOND PART** herein in its capacity doth hereby further declare that the said flat together with garage / car parking space as morefully described in the **SCHEDULES "B"** hereinbelow is free from all encumbrances, charges, liens, lis pendens, attachments, trusts, Agreements, Memorandum of Understanding, claims, demands, mortgages, Wakfs, Debutters, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, trespassers, acquisitions, requisitions, alienations etc. whatsoever or howsoever.

AND WHEREAS the common facilities of the said building appertaining to the said premises and/or building are morefully described in the **SCHEDULE "C"** hereinbelow.

AND WHEREAS the common expenses of the common areas and facilities of the said building appertaining to the said premises which shall be borne by the **BUYER / THIRD PART** herein along with the other flat owners and residents of the said

premises and/or building is morefully described in the **SCHEDULE "D"** hereinbelow.

AND WHEREAS the other provisions of the said building appertaining to the said premises and/or building are morefully described in the **SCHEDULE "E"** hereinbelow.

NOW THEREFORE in furtherance to receipt of the Sale Consideration, the Parties are executing this Deed of Conveyance for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space (if any), absolutely and forever, in favour of the Buyer on the terms and conditions mutually agreed by and between the Parties and contained in this Deed of Conveyance.

1. DEFINITIONS AND INTERPRETATIONS:

For the purpose of this agreement for sale, unless the context otherwise requires, -

1.1. "ACT" means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).

1.2. "AGREEMENT" shall mean this Agreement for Sale together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof.

1.3. "APPROVALS" shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project.

1.4. "ADVOCATES" shall mean Advocates appointed by the Developer/Promoter and Owner/Vendor herein, inter alia, for preparation of this agreement and the sale deed for transfer of the said Apartment/Unit.

1.5. "ARCHITECT" shall mean the Architect appointed or to be appointed from time to time by Developer/Promoter for the purpose of planning, designing and supervision of the construction of the Project.

1.6. "ALLOTMENT/BOOKING" shall mean the provisional Allotment/Booking letter issued by the parties of this Deed of Conveyance in respect of the said Apartment.

1.7. "APARTMENT" whether called dwelling unit, flat, office, chamber, showroom, shop, godown, Lands, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in the building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;

1.8. "ALLOTTEE" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer/Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;

1.9. "APPLICABLE LAWS" shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Apartment/Building/Project ;

1.10. "APPLICABLE TAXES" shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;

1.11. "ASSOCIATION OF BUYERS" shall mean the condominium / association of the buyers / apartment owners in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;

1.12. "BUYER" in relation to this real estate project, means the person/persons who buy/purchase apartment/apartments or building or part of the building, as the case may be or to whom a apartment/ apartments or building, as the case may be, has been sold (whether as freehold or leasehold) or otherwise transferred by the Owner/Vendor and/or Developer/Promoter, and includes the person who subsequently acquires the said apartment/apartments or building through sale, transfer or otherwise but does not include a person to whom such apartment or building, as the case may be, is given on rent;

1.13. "BUILDING" shall mean the Building to be constructed by the Developer/Promoter at the said Land in accordance with the Plan being a multi storied multi facility residential building of G + 4 floors containing which includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes which comprises of 13 self-contained Apartments/Units and/or constructed spaces and 8 Garage / car parking spaces capable of being held and/or enjoyed independently of each other on ownership/exclusive basis.

1.14. "COVERED AREA" shall mean and include the aggregate of the Carpet Area, Balcony Area and the External Wall/Column Area and Stair, Life and Lobby Proportion.

1.15. "COMMON MAINTENANCE EXPENSES" shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas/common parts and facilities and for rendition of services in

common to the owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed borne paid and shared by the owners/occupiers relating to the Project including those mentioned in **SCHEDULE F** hereto.

1.16. "COMMON PURPOSES" shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Owner/Vendor, Developer/Promoter and/or Buyer and/or all owners/occupiers of the respective Apartments/Units and all other purposes or matters in which Association and Occupants have common interest relating to the building in the project.

1.17. "COMMON AREAS/COMMON PARTS AND FACILITIES" shall mean common areas of the Project including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, pump motors and its installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE E** hereunder.

1.18. "COMMON ROOF" shall mean a part or portion of the ultimate roof as may be determined by the Developer/Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the building situated at the said Land and shall also include demarcated portion of the roof of the podium as well.

1.19. "COMPETENT AUTHORITY" means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;

1.20. "INTERNAL DEVELOPMENT WORKS" means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per plans;

1.21. "LICENCES" shall mean and include all licenses consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project;

1.22. "MAINTENANCE AGENCY" shall mean either the Promoters themselves or the Association of Buyers or any third party employed/ hired by the Promoters / Association of Buyers carrying out the maintenance services in the Real Estate Project;

1.23. "OCCUPANCY CERTIFICATE" shall mean the Occupation certificate to be granted by South Dum Dum Municipality to be granted by South Dum Dum Municipality certifying completion of the new building and permitting the Apartment Owner to take possession of the Apartment intended to be acquired by the Purchaser/Allottee;

1.24. "PARKING SPACE" shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement (if any), ground floor level or at other levels / MLCP, whether open or covered or multi-level/mechanical, of the Project and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Developer/Promoter for exclusive use of the Buyer who opts to take it from the Developer/ Promoter. The specifically allotted Parking Space (Dependent/ Independent) to a particular Buyer shall be regarded as Reserved Area to be allotted for the exclusive use by the said individual Buyer as decided by the Developer/Promoter.

1.25. "PROPORTIONATE SHARE" will be fixed on the basis of the Covered area of the Apartment/Unit together with Garage / Car Parking Space purchased in proportion to the Covered area of all the Apartment/Unit in the building or the Project as the case may be PROVIDED THAT where it refers to the share of the Buyer in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

1.26. "PROJECT" shall mean the Building to be constructed at the said Land under the name and style "NIRMALA PARK" or such other name as the Developer/Promoter and/or the Owner/Vendor in their absolute discretion may deem fit and proper which includes a G + 4 storied multi – storied building more fully and particularly mentioned in the **SCHEDULE A – 2** hereunder written. These facilities/facilities may be changed and/or varied as per the decision of Developer/Promoter in the manner prescribed in the Act.

1.27. "RESERVED AREAS AND FACILITIES" shall mean such areas and/or facilities which may be reserved for use of certain Apartment or Apartments to the exclusion of the other Apartments more fully described in the **SCHEDULE E**. The Open/Covered/Multi-level car parking areas (Dependent/Independent) shall be part of Reserved Areas as well as the grant of exclusive right of use of demarcated space (if any) in any floor or a terrace appurtenant to any particular Flat of the Building to any Buyer of the said Apartment plus any other Reserved Areas/Rights as defined herein.

1.28. "RULES" means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.

1.29. "REGULATION" means the Regulations made under The West Bengal Housing Industry Regulation Act 2017.

1.30. "SECTION" means a section of the Act.

1.31. "STRUCTURAL ENGINEER" shall mean the Engineer appointed or to be appointed from time to time by Developer/ Promoter for the preparation of the structural design and drawings of the buildings.

1.32. "TERRACE" shall mean an open terrace attached to a particular floor of the Building and not attached to a particular Apartment and form an integral part of such Building/Project is meant for common use and common to all Apartment owners on the contrary an open terrace attached to a particular Apartment and to form an integral part of such Apartment is exclusively meant for use of the said Apartment owner without any right of any other Apartment owners.

2. ESSENTIAL EXPLANATIONS :

In this Agreement (save to the extent that the context otherwise so requires):

i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.

ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or notated.

iii) An obligation of the Buyer in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.

iv) Words denoting Masculine gender shall include feminine and neutral genders as well.

v) Words denoting singular number shall include the plural and vice versa.

vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.

viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.

ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

x) The Schedules shall have effect and be construed as an integral part of this agreement.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

I) That in pursuance of the said Agreement and in consideration of the said sum of **Rs. _____ (Rupees _____ only)** of the lawful money and truly paid by the **BUYER / THIRD PART** herein to the **DEVELOPER / SECOND PART** herein at or before the execution of **THESE PRESENTS** (the receipt whereof the **DEVELOPER / SECOND PART** herein in its capacity doth hereby and also by the receipt Payment , morefully and particularly described in **SCHEDULE C** - hereinbelow and the said Unit hereunder admit and acknowledge to have been received and of and from the payment of the same and every part thereof forever acquit, release and discharge the **BUYER / THIRD PART** herein) and of and from the payment of the same and every part thereof the **DEVELOPER / SECOND PART** herein in its capacity doth hereby acquit, release and discharge the **BUYER / THIRD PART** herein and the said flat together with the Garage / Car Parking Space hereby sold and transferred and the **DEVELOPER / SECOND PART** herein in its capacity herein and each one of them respectively do hereby indefeasibly grant, sell, transfer, convey, assure and assign **ALL THAT** Residential Apartment No. _____, on the _____ floor, having covered area of _____ (_____) square feet, more or less and / or _____ sq. mtr together with Garage / Car Parking Space, being No. _____ on the ground floor having covered area of _____ (_____) square feet, more or less and / or _____ sq. mtr more or less in Building No. _____, lying and situate at Premises / Plot No. 48 Bangur Avenue, Block A, being Municipal Holding No. 85 (New), 64 (Old), Bangur Avenue, Block A, Police Station – Lake Town, Kolkata – 700055, morefully and particularly described in the **SCHEDULE “B”** hereunder written and shown and delineated in the **MAP/PLAN** annexed hereto and shown thereon with boundary lines in **RED and GREEN** colour verge respectively of the said G + IV storied building **TOGETHER WITH** undivided proportionate impartible part or share in the land comprised in the said premises and attributable to the said Unit morefully and particularly described in the **SCHEDULE “A”** hereunder written unto and in favour of the **BUYER/THIRD PART** herein **TOGETHER WITH** the right to use and enjoy the common rights of easements in all common parts, portions, areas, facilities and amenities and appurtenances comprised in the said building at the said premises including the right to use the common entrance and staircases and other common parts and portions, installations and facilities, morefully and particularly mentioned and described in the **SCHEDULE “C”** hereunder written absolutely and forever free from all encumbrances, charges, liens, lis pendens, attachments, trusts, whatsoever or howsoever in common with the other Owners and/or the

Occupants of the said Building **TOGETHER WITH** the common expenses to be borne by the BUYERs herein morefully and particularly mentioned and described in the **SCHEDULE "D" TOGETHER WITH** all easements or quasi-easements and other stipulations, provisions in connection with the beneficial use and enjoyment of the said flat morefully and particularly mentioned and described in the **SCHEDULE "E"** hereunder written and **TO HAVE AND TO HOLD** the said flat hereby sold, transferred, granted, conveyed, assigned and assured and every part or parts thereof unto and to the use of the **BUYER/THIRD PART** herein absolutely and forever free from all encumbrances, charges, liens, lis pendens, mortgages and trust of whatsoever nature **AND ALSO SUBJECT TO** the **BUYER/THIRD PART** herein making payment of the maintenance charges and other charges hereinafter referred to as the **COMMON EXPENSES** and morefully and particularly mentioned and described in **SCHEDULE "D"** hereunder written and the **BUYER/ THIRD PART** herein may at all times hereafter peaceably and quietly possess and enjoy the said flat and receive all the rents, issues and profits thereof and have right to transfer, sell, lease, gift, will, mortgage etc. without any eviction, interruption, claim or demand whatsoever from or by the **DEVELOPER / SECOND PART** herein in its capacity or any person or persons lawfully and equitably claiming from under or in trust for them and that free from all encumbrances whatsoever and further the **DEVELOPER / SECOND PART** herein in its capacity and all the person claiming any interest of the **DEVELOPER / SECOND PART** herein in its capacity, **DEVELOPER / SECOND PART** herein in its capacity shall and will from time to time and at all the times thereafter at the request and cost of the **BUYER / THIRD PART** herein to execute or cause to be done and executed all such acts, deeds and things whatsoever or further and more perfectly assuring the said flat and any part thereof unto and to the use of the **BUYER / THIRD PART** herein.

II) AND THE DEVELOPER / SECOND PART IN ITS CAPACITY DOTH HEREBY COVENANT WITH THE BUYER HEREIN as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever by the **DEVELOPER / SECOND PART** herein in its capacity done or executed knowingly to the contrary the **DEVELOPER / SECOND PART** herein in its capacity is now lawfully, rightfully, and absolutely well and sufficiently entitled to the sell the said flat 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) That notwithstanding any act, deed, or thing whatsoever done as aforesaid the **DEVELOPER / SECOND PART** herein in its capacity now has good right, full power and absolute authority to grant convey, transfer, sell and assign all and the said flat hereby sold, conveyed, transferred or expressed so to be unto and of the use of the **BUYER / THIRD PART** herein in the manner as aforesaid.
- c) That the said flat hereby sold, conveyed or expressed or intended so to be is free from all claims, demands, encumbrances, liens, attachment, lis pendens, acquisition, leases, requisition, Debuttar or Trust made or suffered by the

DEVELOPER / SECOND PART herein in its capacity or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the **DEVELOPER / SECOND PART** herein in its capacity.

d) The Building in which the Apartment is located have been completed and the necessary occupation/part occupation certificate in respect of the said Building has been obtained from the Competent Authority.

However, in case of further added floors in the Project and/or any extension of the project, if added later on and if applicable, at all, the Developer/Promoter have has made it clear to obtain the Completion Certificate in the entirety.

e) That the **BUYER/THIRD PART** herein shall and may at all times hereafter peaceably enjoy the physical possession the said flat, and receive all rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever by the **DEVELOPER / SECOND PART** herein in its capacity or any person or persons lawfully or equitably claiming through them.

f) The **BUYER/THIRD PART** herein shall be freed, cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, lispensens, Debuttar or trust or claims and demands whatsoever created occasioned or made by the **DEVELOPER / SECOND PART** herein in its capacity or any person or persons lawfully or equitably claiming as aforesaid.

g) The **DEVELOPER / SECOND PART** herein in its capacity has not at any time done or executed or knowingly whereby and whereunder the said flat hereby sold, granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached, encumbered or affected in title or otherwise.

h) The **DEVELOPER / SECOND PART** herein in its capacity shall extend all co-operations towards the **BUYER/THIRD PART** herein for the transfer of the Electric Meter/s from the name of the **DEVELOPER / SECOND PART** herein in its capacity to the name of the **BUYER/THIRD PART** in respect of the said flat hereby sold.

i) All past municipal rates and taxes and other outgoings or whatsoever or howsoever nature payable in respect of the said flat before the execution and registration of **THESE PRESENTS** shall be borne and discharged by the **DEVELOPER / SECOND PART** herein in its capacity and the **BUYER/THIRD PART** herein shall in no way be responsible and/or liable for the same.

j) The **DEVELOPER / SECOND PART** herein in its capacity does hereby declare that the said flat have not been acquired or requisitioned by the State nor any Notice concerning acquisition and requisition have been served upon the **DEVELOPER / SECOND PART** herein in its capacity.

k) The physical and actual possession of the said flat, hereditaments, tenements and premises is hereby delivered to the **BUYER/ THIRD PART** herein

simultaneously with the execution of **THESE PRESENTS** upon execution of a Possession Letter by the **DEVELOPER / SECOND PART** herein in its capacity to the **BUYER/THIRD PART** herein.

l) The **DEVELOPER / SECOND PART** herein in its capacity further covenants with the **BUYER/THIRD PART** herein that in the event of the fraud in the statements and defect in title of the **DEVELOPER / SECOND PART** herein in its capacity being detected out subsequently at all times, the **DEVELOPER / SECOND PART** herein in its capacity will be liable to refund the consideration, unliquidated damages, expenses of the instant Deed with Interest accrued thereon to the **BUYER/THIRD PART** herein.

m) The **DEVELOPER / SECOND PART** herein in its capacity shall at all times hereby and hereafter **INDEMNIFY** and keep **INDEMNIFIED** the **BUYER/THIRD PART** herein against loss, damage, costs, charges and expenses, if any suffered by reasons of defect in the title of the **DEVELOPER / SECOND PART** herein in its capacity or any breach of the covenants herein contained in respect of the said flat hereby sold, transferred and conveyed absolutely to the **BUYER/THIRD PART** herein.

n)The **DEVELOPER / SECOND PART** herein in its capacity has already handed over all original Deeds and Documents of Title, possession etc. in respect of the said flat hereby sold, transferred and conveyed absolutely to the **BUYER/THIRD PART** herein.

o) The **DEVELOPER / SECOND PART** herein in its capacity has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the said Unit 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.

p) **AND FURTHER THAT** the **DEVELOPER / SECOND PART** herein in its capacity and all persons having or lawfully or equitably claiming any estate or interest in the said Unit and the rights and properties appurtenant thereto or any part thereof through under or in trust for the **DEVELOPER / SECOND PART** herein in its capacity shall and will from time to time and at all times hereafter at the request and cost of the **BUYER/THIRD PART** herein 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 Unit and the rights and properties appurtenant thereto and every part thereof unto and to the use of the **BUYER/THIRD PART** herein in the manner as aforesaid as shall or may be reasonably required.

q) The **DEVELOPER / SECOND PART** herein in its capacity shall from time to time and at all times hereafter upon every reasonable request and at the costs of the **BUYER/THIRD PART** herein produce or cause to be produced to the **BUYER/THIRD PART** herein or their Advocates, Attorneys or

Representatives/Agents or at any time of hearing, commission, examination or otherwise as occasion shall require the Deeds and Documents as will be available with the **DEVELOPER / SECOND PART** herein in its capacity for the purpose of showing the **BUYER'S / THIRD PART'S** title to the said flat hereby sold, granted, transferred, assigned, conveyed or expressed or intended so to be and every part thereof and also at the costs of the **DEVELOPER / SECOND PART** herein in its capacity deliver or cause to be delivered to the **BUYER/THIRD PART** herein such attested or other copies or extracts from the said Documents of Title as may be required and in the meantime unless prevented by fire or other unavoidable accident or acts of God and keep the said Deeds and documents safe, un-obliterated and un-cancelled.

III) THE BUYER/THIRD PART HEREIN DOTN HEREBY COVENANT WITH THE DEVELOPER / SECOND PART HEREIN IN ITS CAPACITY as follows

:-

- (a) That the **BUYER/THIRD PART** herein deriving title of the said flat and garage / car parking space by virtue of **THESE PRESENTS** shall and will at all times hereafter shall observe the restrictions and/or House Rules regarding the use of the said flat.
- (b) That the **BUYER/THIRD PART** herein shall at all times hereafter regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cess, building tax, water tax, urban land tax, if any, and other levies, impositions and outgoings which may from time to time be imposed or become payable in respect of the said flat and proportionately for the said building as a whole and for the common parts and portions of the building.
- (c) The **BUYER/THIRD PART** herein in pursuance of the execution and registration of **THESE PRESENTS** shall be entitled to apply for and obtain mutation of their names as the Owners of the said flat from the appropriate and concerned Department/s of the South Dum Dum Municipality, and, so long said flat is not mutated in the name of the **BUYER/THIRD PART** herein, she shall pay the municipal tax and other taxes and impositions payable in respect of the said flat as would accrue as per the municipal tax bills in the name of the **LAND OWNER / VENDOR /FIRST PART** herein **OR DEVELOPER / SECOND PART** herein in its capacity herein.
- (d) All municipal rates and taxes and other outgoings or whatsoever or howsoever nature payable in respect of the said flat which may be imposed in future shall be borne and discharged by the **BUYER/THIRD PART** herein and the **DEVELOPER / SECOND PART** herein in its capacity shall in no way be responsible and/or liable for the same.

IV) IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :-

- (a) That the undivided share in the land comprised in the said premises and the proportionate share and interest in common parts and portions hereby sold and transferred and attributable thereto shall remain indivisible and impartible.
- (b) That the right of the **BUYER/THIRD PART** herein shall remain restricted to the said flat.

THE SCHEDULE 'A - 1' ABOVE REFERRED TO
(THE SUBJECT LAND / PROPERTY)

ALL THAT the piece and parcel of bastu land measuring 5 (five) Cottahs 15 (fifteen) Chittacks and 14 (fourteen) sq.ft. more or less, lying and situated at Premises / Plot No. 48 Bangur Avenue, Block A, being Municipal Holding No. 85 (New), 64 (Old), Bangur Avenue, Block A, Police Station – Lake Town, Kolkata – 700055, in Municipal Ward No. 29, in Mouza – Shyamnagar (formerly Krishnapur), J.L. No. 32/20, (formerly 17), Re. Sa. 180, Touzi No. 228 & 229, in C.S. Dag No. 1274 (3K – 7Ch – 5Sq.ft), under C lying and situate at Mouza – Kalidaha in J.L. N.S. Khatian No. 860, and C.S. Dag No. 1278 (2K – 8Ch – 9Sq.ft), under C.S. Khatian No. 852 & 853, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub – Registrar Bidhannagar, Salt Lake, City, District – 24 Parganas (North), delineated the Plan annexed hereto and marked as Annexure “1” and bordered in colour Red thereon and butted and bounded as follows:

On the East: By 49, Bangur Avenue, Block – A;
On the West: By 25’ – 0” wide Road
On the North: By 20’ – 0” wide Road
On the South: By 63, Bangur Avenue, Block – A;

THE SCHEDULE 'A - 2' ABOVE REFERRED TO
(THE PROJECT PROPERTY)

ALL THAT the piece and parcel of bastu land measuring 5 (five) Cottahs 15 (fifteen) Chittacks and 14 (fourteen) sq.ft. more or less, lying and situated at Premises / Plot No. 48 Bangur Avenue, Block A, being Municipal Holding No. 85 (New), 64 (Old), Bangur Avenue, Block A, Police Station – Lake Town, Kolkata – 700055, in Municipal Ward No. 29, in Mouza – Shyamnagar (formerly Krishnapur), J.L. No. 32/20, (formerly 17), Re. Sa. 180, Touzi No. 228 & 229, in C.S. Dag No. 1274 (3K – 7Ch – 5Sq.ft), under C lying and situate at Mouza – Kalidaha in J.L. N.S. Khatian No. 860, and C.S. Dag No. 1278 (2K – 8Ch – 9Sq.ft), under C.S. Khatian No. 852 & 853, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub – Registrar Bidhannagar, Salt Lake, City, District – 24 Parganas (North), delineated the Plan annexed hereto and marked as Annexure “1” and bordered in colour Blue thereon

SCHEDULE 'B'
(Said Apartment And Appurtenances)

(a) The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having covered area _____ sq. sq. ft. more or less and / or _____ sq. mtr, more or less, in Building No. _____. The layout of the Said Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure "2";

(b) The Said Parking Space / Garage, being No. _____, having covered area _____ sq. sq. ft. more or less and / or _____ sq. mtr, more or less, in the ground Floor of the building in the Said Complex; The layout of the Said Garage is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2";

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule E below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment.

SCHEDULE 'C'
Payment

The Total Price payable for the Apartment is Rs. _____ (Rupees _____) and Rs. _____, for parking space in the Garage / Covered / Open / Mechanical / MLCP, thus totalling to Rs. _____/- (.....) for the Apartment and Appurtenances.

(Payment Plan)

SL NO.	PAYMENT SCHEDULE	AMOUNT (RS)
1.	On Application/ Booking	20%
2.	On Commencement of Piling of the Said Tower/Building	10%
3.	On Foundation	10%
4.	On Completion of 1 st Floor Roof Casting	10%
5.	On Completion of 2 nd Floor Roof Casting	10%
6.	On Completion of 3 rd Floor Roof Casting	10%
7.	On Completion of 4 th Floor Roof Casting	10%
8.	On Completion of Brick Work	5%
9.	On Completion of POP of Said Apartment	5%
10.	On Completion of Flooring of Said Flat	5%

DRAFT DEED OF CONVEYANCE FOR WBHIRA

11.	Before Execution of Final Deed of Conveyance	5%
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In addition to the Total Price, the Buyer shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively Extras), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity Meter Charges: Electricity Meter for Common Areas, security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter Transformer Charges, Generator Charges,	
Maintenance Charges, (for common areas) Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Project Property or the Said Apartment And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.	
Legal Fees, Stamp Duty and Registration Costs: fees of Advocate (Legal Advisor of the Promoter), who have drawn this Agreement and shall draw all further documents. The fee and costs shall be paid by the Allottee / Purchaser to the Promoter, who shall do all accounting with the Legal Advisors.	

SCHEDULE "D" ABOVE REFERRED TO

(Common Areas)

1. Staircase and staircase landings, ultimate R.C.C. roof, open Spaces;
2. Underground Water reservoir, Pump, Over head water tank;
3. Septic Tank;
4. Common passages;
5. Roof right;
6. Sewerage connections including rain water pipes and soil pipes;
7. Water connection and water supply lines;

8. Lift
9. Open Land circumscribing the building;
10. Main Electric connection and all Electric lines and fittings installed in the common areas;
11. Building main door.

SCHEDULE "E" ABOVE REFERRED TO

(Specifications)

- 1) Structure: RCC framed structure with anti termite treatment in the foundation.
- 2) Interior Walls: Conventional brickwork with mortar plaster and finished with Wall Putty / Normal POP finish for Tenants.
- 3) Windows: Aluminium Sliding Windows or such other windows as suggested by the Architect.
- 4) Doors: Quality flush doors on main entrance with outside portion matching with outside lobby décor with quality lock fitting.
- 5) Flooring: Vitrified tiles of reputed brand.
- 6) Ground & Common Lobbies: Well decorated lobby
- 7) Electrical: Concealed wiring using flame retardant wires upto the said Unit (i.e. Main Line only).
- 8) Water supply: Common filtered water supply of the KMC through outlets in common toilets and common drinking water outlets.
- 9) Lift: Lift of KONE make or equivalent brand.
- 10) Common lighting: Overhead illumination for compound and street lighting.

SCHEDULE "F" ABOVE REFERRED TO

The Buyer shall bear and pay proportionately along with the owners and occupiers of the other flat:

1. The expenses of maintenances, repairing redecorating of the main entrance and the outer side of the building and inside wall colour the rain water pipe and electric wires and in building upto the building and to be enjoyed or used in the common areas of the occupiers purchase or other flats and the building as enjoyed or used in common areas of the occupiers purchase or

other flats and the building as enjoyed in common with the occupiers/
purchaser of the other flats, office and/ or space in the said building.

2. Proportionate share of taxes including surcharges, commercial taxes and other taxes, outgoings levies and impositions from the date of making over possession of the said flat to be borne by the purchaser till the flat of the purchaser is separately assessed.
3. The cost of repairing, maintaining, cleaning and lighting the passage, landings, staircases, lift etc, and the other portion of the building.
4. The cost of working and maintenance of pump, common light common areas and facilities.
5. All expenses of common services and in connection with common areas and facilities.
6. Insurances of the building if any against earth quake, fire mob violence, riot and other natural calamities.
7. Such other expenses as are necessary or incidental for the maintenance and up keep of the said premises.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their hand and seal to these presents the day month and year first above written.

SIGNED SEALED AND DELIVERED
on behalf of the Land Owners
/ Vendors / First Part at Kolkata
in presence of

WITNESSES:

1.

2.

**CONSTITUTED ATTORNEY FOR
AND ON BEHLF OF THE FIRST PART**

SIGNED SEALED AND DELIVERED
by the PROMOTER/CONFIRMING PARTY
at Kolkata in presence of

1.

2.

**PROMOTER/CONFIRMING
PARTY/SECOND PART in its capacity**

SIGNED SEALED AND DELIVERED
by the BUYER at Kolkata in presence of –

1.

BUYER

2

Drafted and Identified by me,

Advocate

High Court, Calcutta
Enrl No.