

**INDENTURE OF CONVEYANCE**

**THIS INDENTURE OF CONVEYANCE** is made this \_\_\_\_ day of \_\_\_\_\_, Two Thousand and Eighteen (2018);

**BETWEEN**

**M/S. SHANTIMAY COMPLEX PRIVATE LIMITED (PAN No. AATCS4851R)** a company incorporated under the Companies Act, 1956 as extended under the Companies Act, 2013 having its registered office at No.54A, Sarat Bose Road, Arihant Park, Fifth Floor, Post Office-Ballygunge, Police Station – Ballygunge, Kolkata – 700025, represented

by its Director Sri Pradip Kedia (PAN NO. – AFVPK4513Q) son of Late Mohar lal Kedia residing at 34/1V, Ballygunge Circular Road P.O.- Ballygunge P.S. Ballygunge Kolkata- 700019 hereinafter referred to as the **OWNER/VENDOR** of the **FIRST PART**;

**AND**

**MESSRS ARRJAVV BUILDER PRIVATE LIMITED. (PAN No AAMCA3441L)**, a company incorporated under the Companies Act, 1956 as extended under the Companies Act, 2013 having its registered office at No.54A, Sarat Bose Road, Arihant Park, Fifth Floor, Post Office- Ballygunge, Police Station – Ballygunge, Kolkata – 700025, represented by its Authorised Signatory Mrs. Soma Pramanik (PAN NO. – AYFPP3640Q) wife of Mr. Amritendu Pramanik residing at 46/2B, Paddapukur Road P.O.- Ballygunge P.S. Ballygunge Kolkata- 700020 hereinafter referred to as the **DEVELOPER** of the **SECOND PART**.

**AND**

**Sri/Smt./Messrs** \_\_\_\_\_ **(PAN NO. -**  
 \_\_\_\_\_) son/wife of \_\_\_\_\_  
 Nationality – Indian, residing at \_\_\_\_\_ P.O.-  
 \_\_\_\_\_ P.S. \_\_\_\_\_ Kolkata- \_\_\_\_\_ hereinafter  
 referred to as the **PURCHASER** of the **THIRD PART**;

**WHEREAS:**

**A.** In this Deed wherever the context so permit the Vendor, Developer and the Purchaser are collectively referred to as the “parties” and individually as a “Party”.

**B.** The Owner/Vendor Messrs Shantimay Complex Private Limited, is absolutely seized and possessed of or otherwise well and sufficiently entitled as absolute Owner in respect of All That the pieces or parcels of several plots of bastu Land in aggregate measuring about 243.25 Decimals situate, lying at and comprised in R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. 1722 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur,

within Hariharpur Gram Panchayat, District 24 Parganas South, (hereinafter referred to as the “said Premises”) more fully described in the First Schedule hereunder written, by virtue of two Deeds of Conveyance both dated 5<sup>th</sup> October 2013 and both registered in Book No.1, CD. Volume No.40, being Deed Nos.07856 and 07857 respectively for the year 2013 at the office of the District Sub-Registrar-IV, South 24-Parganas, West Bengal.

**C.** The Owner herein also duly applied for and obtained necessary Plan duly Sanctioned and approved by the ZillaParishad, South 24-Paranas as also Hariharpur Gram Panchayat for construction of a residential complex of 6 (six) building blocks each consisting of ground and upper four floors, at or upon the land comprised in the “said Premises”.

**D.** By virtue of a Development Agreement dated 16<sup>th</sup> June, 2014 registered in Book No.- I, C.D. Volume No.- 27, Pages- 1577 to 1603 Being No.- 04834 for the year 2014, at the office of the District Sub-Registrar IV, South 24 Parganas, the Owner /Vendor herein retained and appointed M/s. Arrjavv Builder Private Limited, the Developer herein as the Developer to undertake development of the “said Premises” and construction of new residential building complex at or upon the land comprised in the “said Premises” in accordance with the plan approved and/or sanction by ZillaParishad, South 24-Parganas as also Hariharpur Gram Panchayat and on the terms recorded therein.

**E.** The Developer herein has since duly completed constructions of the proposed new residential building complex as per the said sanctioned plan issued by the ZillaParishad, South 24-Parganas as also Hariharpur Gram Panchayat.

**F.** By an Agreement dated \_\_\_\_\_ the Purchaser herein approached the Owner/Vendor as also the Developer for acquiring on ownership basis ALL THAT the Residential Flat being No. \_\_\_\_ measuring super built up area of \_\_\_\_ square feet on the \_\_\_\_\_ floor of the

building block “ \_\_\_\_” Together With right to use the One Dependent covered Car Parking space on the Ground Floor of the building complex named and known as “SONAR KELLA” situate lying and comprised in R.S. /L.R. Dag Nos.- 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. 1722 at MouzaDihimedanmalla, J.L. No.34, Police Station and Sub Registry- Baruipur, within Hariharpur Gram Panchayat, District -24 Parganas Southmorefully described in the Schedule thereunder written (hereinafter referred to as the “said Unit”) at or for the agreed consideration and on the agreed terms and conditions .

**G. At or before the execution of this Deed the Purchaser has:**

- i) Fully satisfied himself/herself/itself as to the rights, title of the Vendor and the Developer in respect of the “said premises”.
- ii) Has received copies of the original title deeds in respect of the lands forming part of the said premises.
- iii) Has inspected and received a copy of the sanctioned plans.
- iv) Is fully satisfied as to the total carpet/super built up forming part of the “said Unit”.
- v) Is fully satisfied as to the materials/specifications used in the construction erection and completion of the “said Unit” and/or the said New Building blocks and the building complex.
- vi) Acknowledges that the right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant thereto.
- vii) Confirms that at or before entering into this Deed the Purchaser has caused necessary investigations and further obtained independent legal advise.
- viii) Acknowledges that the terms and conditions of this Deed are fair, reasonable and equitable and has agreed not to raise any objection whatsoever or howsoever.

**H.** The Developer has since completed the work of construction of building blocks and the building complex and has obtained necessary completion certificate and the Purchaser has from time to time made full

payment of the entirety of the amount of consideration and other amounts payable in terms of the said sale agreement and has now approached and requested the Vendor and the Developer to execute the Deed of Conveyance in respect of the “said Unit”, which the Vendor and the Developer have agreed to do subject to the terms and conditions hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of **Rs \_\_\_\_\_/- (Rupees\_\_\_\_\_)** **only** duly paid to the Developer on or before the execution of these presents (the receipt whereof the Vendor as also the Developer do and each of them doth hereby admit and acknowledge and of and from the payment of the same and every part thereof acquit, release and discharge the Purchaser and the Unit hereby sold, transferred and conveyed) the Vendor abovenamed as also the Developer herein do and each of them doth hereby grant, sell, transfer, convey, assign and assure unto and in favour of the Purchaser above named **ALL THAT** the **residential flat** being Flat No. \_\_\_\_\_ measuring super built up area of \_\_\_\_\_ square feet on the \_\_\_\_\_ floor of the building block “\_\_\_\_\_” Together with \_\_\_\_\_ covered/uncovered Car Parking on the Ground Floor of the said building complex named known as “**SONAR KELLA**” constructed at the “said Premises” comprised in R.S./L.R. Dag Nos.- 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. – 1722, within Mouza- Dhimedanmalla, Police Station and Sub-Registry – Baraipur, within Hariharpur Gram Panchayat, District – 24 Parganas (South), morefully described in the Second Schedule hereunder written **(hereinafter collectively referred to as the “said Unit”)** **TOGETHER WITH** an undivided proportionate share or interest in the land beneath the said building block attributed and/or in relation to the above Unit **TOGETHER WITH** the right to use and enjoy in common with the Owners and/or occupiers of the other Units and spaces the common parts, areas, facilities and amenities at the building, morefully described in the Third Schedule hereunder written, **AND** all manner of former and other rights, privileges, easement and benefits whatsoever belonging or in any way appertaining there to or usually held or enjoyed therewith and reputed to belong to or be appurtenant thereto **AND** the reversion or

reversions, remainder or remainders **TOGETHER WITH** all easements or quasi-easements or other stipulation or provisions for the beneficial use and enjoyment of the “said Unit” as mentioned in Part – I of the Fifth Schedule hereunder written;

**TO HAVE AND TO HOLD** the “said Unit”, morefully described in the Second Schedule hereunder written and every part thereof, unto and to the use of the Purchaser, absolutely and forever, free from all encumbrances whatsoever Excepting and Reversing unto the Vendor and the Developer as also the Owners and/or occupiers of other Units and spaces at the Building the easements, quasi-easements and privileges mentioned in Part –II of the Fifth Schedule hereunder written **AND SUBJECT TO** various terms, conditions, negative covenants and restrictions mentioned in this Indenture as also those mentioned in the Sixth Schedule hereunder written **AND ALSO SUBJECT TO** the Purchaser regularly and punctually paying to the Developer the proportionate amount of the costs and expenses for and on account of maintenance of the common parts and amenities including those described in Part- II of the Third Schedule hereunder written;

**AND THE VENDOR AND THE DEVELOPER** do and each of them doth hereby covenant with the Purchaser as follows:

- I. **THAT** the Vendor and the Developer have good right, full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the “said Unit” hereby granted, sold, transferred, assigned and assured or expressed or intended so to be unto and in favour of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents;
- II. **AND THAT** the Purchaser shall and will and may peaceably and quietly enter into own, hold, possess and enjoy the “said Unit” and to receive the rents issues and profits thereof, without any suit, hindrance or interference from the Vendor and/or the Developer or any other person or persons lawfully or equitably claiming from under or in trust for them ;

- III. **AND THAT** the Vendor and the Developer shall at all times hereafter at the requests and costs of the Purchaser produce or cause to be produced to them or as the Purchaser shall direct all the title deeds and documents in respect of the said premises for evidencing the title and also to furnish to the Purchaser copies of or extracts from the said Deeds and documents and shall in the meanwhile keep the same safe;
- IV. **AND THAT** the Vendor and/or the Developer and all other person having or lawfully or equitably claiming any estate, right, title, interest, property, claim or demand whatsoever into or upon the “said Unit” hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof, from through under or in trust for them or any of them shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds, matters and things for further better and more perfectly, effectively and satisfactorily granting, transferring and assuring the “said Unit”, and every part thereof unto and to the use of the Purchaser in the manner aforesaid, as shall or may be reasonably required;
- V. **AND ALSO THAT** the Purchaser herein shall apply for and have his/her names mutated and recorded as the Owner in respect of the “said Unit” in the records of the BL & LRO as also panchayat and municipality, if any as also have separate assessment in respect of the “said Unit” for payment of the Land Revenue, Property Tax, Municipal Taxes and all other rates and taxes on account and in respect of the “said Unit” and that the Vendor and/or the Developer shall not have any objection of any nature in this respect;

**AND THE PURCHASER** to the end and intent that his/her/their obligations, covenants and restrictions herein contained shall at all times hereafter run with the “said Unit” hereby covenant with the Vendor and the Developer as follows:

- a) The Purchaser and all other persons deriving title under them shall duly observe the various restrictions and negative covenants

set forth in the Seventh Schedule hereunder written. It is made clear that the “said Unit” shall be held by the Purchaser, subject to the said various terms, conditions, negative covenants and restrictions mentioned in the Seventh Schedule hereunder written;

- b) That the roof and the covered and uncovered parking spaces and the vacant spaces on the ground floor of the building block and/or the open spaces at the building complex shall always be the property of and at the exclusive disposal of the Vendor and the Developer herein and that the Purchaser shall not be entitled to claim any right over and in respect of the same except the Parking spaces as are specifically allotted/sold to the Purchaser.
- c) The Purchaser shall permit the Vendor and/or the Developer or the Holding Organisation after its formation and their surveyors or agents with or without workmen and others at all reasonable hours, to enter into and upon the “said Unit” for the purpose of repairing, making, reinstating, rebuilding, cleaning, lighting, laying and keeping in order and good conditions the sewers, drains, pipes, cables, water courses, wires, detectors, structures or other conveniences belonging to or serving or used at the said building block and/or to view and examine the state and condition of the “said Unit” or portions thereof and the Purchaser shall be liable to make good immediately on receiving notice of all such defects and want of repairs of which notice in writing shall be given by the Developer to the Purchaser;
- d) The Purchaser shall keep the “said Unit” in good and substantial repair and condition so as to support and protect other units and parts of the said building block as they now enjoy;
- e) The Purchaser shall keep all sewers, drains, pipes, passages, stairs, entrances etc. serving the “said Unit” in good condition;
- f) The Purchaser herein declare and confirm to have duly paid his/her/their contribution towards installation of Generator, Transformer, Electricity Meters and obtaining of electricity connection etc. and have also duly deposited with the Developer diverse amounts as per the details mentioned in Part – I of the Fourth Schedule hereunder written and have also duly paid to



and/or deposited with the Developer diverse amounts as per the details mentioned in Part – II of the Fourth Schedule hereunder and shall also pay such further sum or sums of moneys as may be required by the Developer towards sinking fund for repairs and/or replacement of any of the amenities and installations including those mentioned in the Third Schedule hereunder written. Such deposit amount shall carry no interest whatsoever;

- g) The Purchaser shall extent his/her/their co-operation to the Developer in the matter of the Developer at its discretion incorporating and/or nominating and/or making an Association or Syndicate under the Societies Registration Act or in the alternative a Private Limited Company under the provisions of the Companies Act (hereinafter referred to as the “Holding Organisation”) for administration and maintenance of the common parts, areas, facilities, amenities and essential services at the said building block and the building complex including those described in the Third Schedule hereunder written. The object of such Holding Organisation shall be to manage and administer the maintenance of the common parts and essential services at the building including those mentioned in the Third Schedule hereunder written and further to collect the monthly maintenance and service charges from the Owners and/or occupiers of different units at the building block and the building complex as also to disburse, incur and pay all costs, charges and expenses for maintenance of the common parts, areas and essential services at the building block and the building complex including those mentioned in the Fifth Schedule hereunder written. The Holding Organisation, which shall be constituted shall bear the name “SONAR KELLA”;
- h) The Purchaser herein shall month by month and every month pay to the Developer herein or the Holding Organisation after its formation, the proportionate amount of costs of maintaining the common parts, areas and amenities as also providing essential services including those described in the Third Schedule hereunder written. Such monthly maintenance and service charges shall be payable to the Developer and/or to the Holding Organisation (after its formation) WITHIN 7 (seven) days from the date of receipt of the Bill from the Developer and/or Holding

Organisation, without claiming any deduction or abatement on any account whatsoever. Apart from the monthly maintenance charges as mentioned above, the Purchaser herein shall also month by month and every month pay the proportionate amount of costs, charges and expenses on account of maintenance of the Additional facilities at the building block and the building complex;

- i) The apportionment of costs, charges and expenses on account of maintenance as mentioned in the last preceding clause shall be made by the Developer on the basis of the respective areas of the several units and other spaces in the said building block and the same shall be conclusive final and binding. The monthly maintenance charges mentioned above shall for the time being be payable to the Developer by the Purchaser calculated @ Rs.\_\_\_\_ (Rupees \_\_\_\_\_) only per square feet of the total super built up area of the “said Unit”. In case of increase in the electricity charges, salaries and other costs and expenses, the said monthly maintenance charges shall also be enhanced;
- j) The Purchaser herein shall, within 6 (Six) months from the date of execution of this Deed of Conveyance, at his/her/their own costs cause his/her/their name/names mutated as the owners in respect of the “said Unit” in the records of the BL & LRO as also Panchayat and municipality , if any, as also cause separate assessment for payment of the land Revenue, Property Tax and other rates and taxes on account and in respect of the “said Unit”;
- k) So long as the “said Unit” is not separately assessed for Land Revenue , Property Taxes and other taxes, the Purchaser shall pay to the Developer, the proportionate amount of Land Revenue , Property Taxes, Water Taxes and other taxes as may be levied or payable in respect of the said building block within 7 (seven) days from the date of the Developer submitting the Bill on account of such rates and taxes. The apportionment of such rates and taxes shall be made by the Developer and the same shall be conclusive, final and binding;
- l) In the event of the Vendor and /or the Developer being required to pay any of the rates and taxes or to deposit any other amount with the BL & LRO or any of the departments of the Central or State

Government or other statutory authorities or to make payment of any other amounts of similar nature, the Purchaser shall proportionately reimburse the same;

- m) The Purchaser shall apart from the amounts paid to and deposited with the Developer as per details mentioned in the Part- I of the Fourth Schedule hereunder, also deposit with the Developer or Holding Organisation on its formation, such other or further amounts as may be required as and by way of deposit towards sinking fund, and the same shall carry no interest;
- n) In case of delay or default on the part of the Purchaser to pay the electricity charges and/or the monthly maintenance and service charges or any other sums as and when the same would become payable by the Purchaser as per the provisions contained in this Deed, the Developer and/or the Holding Organisation shall be entitled, without prejudice to their rights to claim interest at the rate of 2 % per month, to forthwith disconnect the supply of electricity and other essentials services to the “said Unit”. The Purchaser shall not be entitled to restoration of supply of electricity and other essentials services till the Purchaser has duly paid the entire outstanding dues together with interest at the rate as aforesaid;
- o) The Vendor and/or Developer herein shall at all times be entitled without any objection or obstructions by or on behalf of the Purchaser, to make, constructions, additions and /or alterations in or upon the portion of the building block and/or the open spaces at the building complex including the vacant spaces at the said Premises belonging to the Vendor and/or the Developer.
- p) In case of the Developer herein or the Holding Organisation after its formation causing insurance of the said building, the Purchaser would contribute proportionately towards the amount of premium payable on account of such insurance. The Developer or the Holding Organisation shall be at liberty at their discretion to cause such insurance in their own name or in the name of the Developer.
- q) The Purchaser herein shall render his/her/their best cooperation and assistance to the Developer and/or Holding Organisation in

the matter of maintenance of the common parts, areas, facilities and amenities as also the essential services at the building and also the plants and equipments of common use;

- r) The purchaser would see that his/her/their servants and other staff members do not cook or carry out other similar activities at the servants's quarter and/or the common parts of the building block and the building complex and that the car parking areas, stairs and common areas are not in any manner blocked;
- s) The Purchaser herein and/or the occupants of the "said Unit" shall not be entitled to the use of the additional facilities beyond the time as may be fixed by the Developer or the Holding Organisation. The use of the additional facilities shall be as per the Rules as may be framed by the Developer or the Holding Organisation on its formation.
- t) The Purchaser shall at his/her/their own costs maintain the "said Unit" in good condition state and order and shall observe, perform and abide by all bye-laws, rules and regulations of Government, Municipality, Panchayat and other statutory authorities and local bodies including those as may be framed by the Developer and/or Holding Organisation after its formation, for the proper maintenance of the said building block and the building complex and the common areas, facilities, amenities as also essential services at the building block and the building complex and shall be responsible for all breaches and/or violations of any of the conditions or rules or bye-laws.
- u) The purchaser hereby disclaims all his/her/their right, title, interest, claim or demand whatsoever or howsoever over and in respect of the roof of the building block wherein his/her/their unit is situated and hereby consents that the Developer and the Vendor or any person authorised by it shall be entitled to:
  - a. Put up any neon sign, hoardings and other display materials on any part or portion of the roof of the said building block.
  - b. For the purpose of display of such neon signs and/or hoardings and/or display materials the Developer shall be entitled to erect at its own cost.
  - c. Developer and the Vendor shall be entitled to sell and/or transfer and made further construction in or upon the roof

and/or allow the use of the same to any person and/or persons the Developer in its absolute discretion may deem fit and proper and the Purchaser hereby consents to the same.

- v) The Purchaser acknowledges that he/she/it has examined the entirety of the building block and the building complex and facilities and the Vendor and the Developer in no event shall be responsible to the Purchasers or to anybody else at the said premises expressly or impliedly for any accident or any damage or loss of any property belonging to the Purchaser.

In this Deed, unless it is repugnant or inconsistent with the subject or context the following expression shall have the meaning assigned to them as under ;

#### **DEFINITION**

- a) **OWNER/VENDOR:** shall mean and include M/s. Shantimay Complex Private Limited and its successor or successors in office and/or assigns.
- b) **DEVELOPER:** shall mean and include M/s. Arrjavv Builder Private Limited and its successor or successors in office and/or assigns.
- c) **SAID PREMISES:** shall mean and include All That the pieces or parcels of several Plots of Bastu Land in aggregate measuring about 243.25 Decimals situate, lying at and comprised in R.S./L.R. Dag NOS. 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. 1722 at MouzaDihimedanmalla, J.L. No.34, Police Station and Sub Registry- Baruipur, within Hariharpur Gram Panchayat, District -24 Parganas South, more fully described in the First Schedule hereunder written.
- d) **SAID LAND:** shall mean and include the land comprised in the "said Premises", more fully described in the First Schedule hereunder written.
- e) **BUILDING COMPLEX:** shall mean and include the residential building complex consisting of 6 (six) building blocks respectively named Blocks "1", "2", "3", "4", "5" and "6" each consisting of ground and upper four floors, parking spaces and other spaces,

which is being constructed at the "said Premises" and the same to be named and known as "SONAR KELLA".

- f) **BUILDING BLOCKS:** shall mean and include the proposed 6 (six) building blocks respectively named Blocks "1", "2", "3", "4", "5" and "6", which are being constructed at the "said Premises".
- g) **UNITS:** shall mean and include several residential flats, parking spaces and other saleable spaces of the building complex.
- h) **UNIT:** shall mean and include the residential flat with or without right to park car, if any, together with the undivided indivisible variable proportionate share in the Land beneath the building block and the right to use the common parts at the building block and the building block and building complex, more fully described in the Second Schedule hereunder written.
- i) **SUPER BUILT UP AREA:** shall mean the total covered area of the residential flat plus the areas of the walls, pillars as also proportionate area of the landings, stairs, entrances, corridors, lobbies and other common areas and spaces at the building and in this regard, the Certificate of the Architects shall be final. No dispute as regards the measurements, rational or otherwise shall be raised by the Buyer.
- j) **SANCTIONED PLAN:** shall mean and include the building Plan No. 301/431/KMDA dated 06/02/14 and Plan No. 67 dated 14/02/2014 duly sanctioned and approved by the ZillaParishad, South 24 Parganas as also Hariharpur Gram Panchayat respectively for construction of the building complex and shall include the right of the Owners to cause modifications and alterations thereto and also obtain renewal thereof from time to time as may be deemed expedient by the Owner and approved by the ZillaParishad and/or Hariharpur Gram Panchayat.
- k) **PARKING SPACES:** shall mean and include the covered and uncovered spaces on the Ground floor of the several building blocks and also the open spaces of the "said Premises"/building complex, which can be utilized for parking of cars or two-wheelers.
- l) **PARKING SPACE:** shall mean and include the right to park a medium sized car or two wheeler only in the covered space on the Ground floor of the building blocks or the open spaces at the complex/said Premises as may be allotted to the Purchaser by the Developer and the same described Second Schedule hereunder written.

- m) **ROOF:** shall mean and include the roof and/or terrace of the building block at the building complex.
- n) **COMMON PARTS:** shall mean and include the entrances, corridors, lobbies, landings, stair-cases, passages, ways and other common parts, areas and amenities of the building blocks and of the building complex and the same meant for the common use and enjoyment by the owners/occupiers of the units at the said building blocks and the building complex, more fully and particularly described in Part-I of Third Schedule hereunder written but shall not include the roof, parking spaces or other open/covered spaces on the Ground floor of the building blocks at the complex, which shall remain the exclusive property of the Vendor and the Developer with absolute right to sell, let out or otherwise dispose of the same.
- o) **COMMON PURPOSES:** shall mean and include the purpose of maintaining of the said building complex and in particular maintenance of the common parts of the building blocks and also of the building complex and meeting of the costs and expenses for maintenance of the common parts and essential services at the building blocks and the building complex and shall include all matters relating to mutual rights and re-obligations of the Purchaser of several units and spaces at the building complex. Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser then the amount payable by the Purchaser shall be in proportion to the total area of the "said Unit" in comparison to the areas of the other units at the building complex.
- p) **HOLDING ORGANISATION:** shall mean and include an Association or syndicate or company, as may be constituted incorporated/form d by the Developer with the consent and concurrence of the Owner for the common purposes and also maintenance of the common parts.
- q) **SINKING FUND:** shall mean the fund to be paid and/or contributed by each of the purchasers of units at the said building complex including the purchaser herein towards sinking/reserve fund to be held by the Developer on account of Capital expenses after completion of the building complex. On formation of the Holding Organisation the amount of sinking fund after adjusting the costs, if any, incurred shall be transferred to the Holding Organisation.

- r) **MAINTANENCE CHARGES:** shall mean the cost charges and expenses as may be incurred for maintaining of the common parts as also for providing the basic and essential services and causing repairs and replacements and shall include those mentioned in Parts II and III of the Third Schedule hereunder written.
- s) **TRANSFER:** with its grammatical variations shall include a transfer by possession or by any other means adopted for affecting the transfer of a Unit or other spaces in a multi-storied building in favour of a Purchaser thereof although the same may not amount to a transfer in law. Provided however that the transfer of the “said Unit” in favour of the Purchaser herein would be strictly subject to the terms conditions covenants and stipulations herein contained.
- t) **ARCHITECT:** shall mean and include Messrs Agarwal&Agarwal Architects having office at No. – 2/5, SevakBaidya Street, Kolkata – 700029.
- u) **PURCHASER:** shall mean and include as follows:
  - a. In case of an individual, the term Purchaser shall include his/her heirs, legal representatives, executors, administrators and assigns;
  - b. In case of a limited company, the term Purchaser shall include successor and/or successors in interest and assigns;
  - c. In case of a Partnership, the term Purchaser shall include the partners for the time and their respective heirs, legal representatives, executors, administrators and assigns;
  - d. In case of a Hindu Undivided Family, the term Purchaser shall include its Karta and the other members of the said HUF and their respective heirs, legal representatives, executors, administrators and assigns;
  - e. In case of a Trust, the term Purchaser shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representatives, executors, administrators and assigns;

#### **INTERPRETATIONS:**

- a. Any reference to statute shall include any statutory extension, modification and re-enactment of such statute and also the rules, regulations or orders made there under.
- b. Any covenant by the Purchaser not to act to do anything shall be deemed to include his/her/their obligation not to permit such act to thing to be done.



- c. Singular number shall mean and include plural and vice-versa.
- d. Masculine shall mean and include feminine and vice-versa.
- e. The paragraph headings would not form part of this Deed and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of this Deed.
- f. The Schedule hereunder written shall have effect and be constructed as an integral part of this Deed.

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

#### **“said Premises”**

ALL THAT the pieces or parcels of several Plots of Land in aggregate measuring about 243.25 Decimals situate, lying at and comprised in R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. 1722 at MouzaDihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District 24 Parganas South and butted and bounded in the manner as follows:

**On the North :** By Dag Nos. 263,326,331, 331/876,327,328,329

**On the South :** By Dag Nos. 337,337/888,338,343

**On the East :** By Dag Nos. 259,260,261

**On the West :** By Dag Nos. 115,116 of Mouza- Khasmallick, J.L. No. 35,  
Block- Baruipur.

### **THE SECOND SCHEDULE ABOVE REFERRED TO**

#### **“said Unit”**

ALL THAT the Residential Flat being No. \_\_\_\_ measuring super built up area of \_\_\_\_ square feet on the \_\_\_\_\_ floor of the building block “\_\_\_\_”

Together With right to use the One covered Car/open Parking space on the Ground Floor of the building complex named and known as “**SONAR KELLA**” at the “said Premises” within Mouza- Dihimedanmalla, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District 24 Parganas South, described in First Schedule written herein above Together With undivided Proportionate share or interest in the land beneath the said building block attributed and/or in relation to the above unit.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

#### **“Common Parts”**

##### **Part -I**

##### **A. Building Block Common Parts:**

1. Overhead water reservoir and the distribution pipes.
2. Firefighting and protection system inside the towers and fire refuge.
3. The Entrance lobby and the lobbies on each of its floors and the staircase from the ground floor up to the top floor.
4. The lifts and the equipment in connection with installations and running of the lifts, including the wells in each floor and rooms.
5. Electrical wiring and fittings and fixtures for lightings the staircase lobby, the common portions for operating the lift and from the ground floor to all the flats and Utility rooms.
6. The outer walls of the Towers including all projections, elevation treatment, ventilation shaft, ducts, wells at each floor and ground floor.

##### **B. Building Complex Common Parts:**

1. High Tension /l.T. Sub Station Room, Meter room.
2. Generator and the space required for installing the same.
3. Water filter plant and space.
4. Fire Fighting and Protection system and space.
5. Water Pump, Underground Water Reservoir, Tube Well and the Distribution pipes.
6. Such other equipment, machinery or facilities as be required for the complex.
7. The water falls, foundations and the lawns.
8. Fences, hedges boundary walls and gates of the complex.

9. Shades and other constructions garbage room, main gate, security room, maintenance office.
10. Covered driveways/spaces in the ground floor excluding area meant or intended for parking of car and for other purpose.
11. Dedicated Communication system for Telephone.
12. Main Switch, Common Meter, transformer Electrical Sub Station Installation.
13. Darwan Room.
14. Landscape Garden, Children Play Area, Jogger's Track, Swimming Pool, Multi Gym, Community Hall and other amenities.

## **PART II**

**Costs expenses and outgoings and obligations for which all the Purchaser including the Purchaser herein are to contribute proportionately:**

- A) Costs of maintaining repairing, re-decoration, renewing the main structure and in particular the drainage, rain water discharge arrangement, water supply system and electrification of all common parts mentioned in the Part-I of the Third Schedule above written.
- B) Costs of repairing, decorating, maintaining, white-washing and colour washing the main structure including the exterior of the building and also the common parts described in Part-I of the Third Schedule above written.
- C) Cost of cleaning and lighting the entrance of the building as also the passage and spaces around the building lobby, corridors, stair case, lift and other common Parts.
- D) Cost of maintaining lift, generator, transformer, electrical installations, pumps and other common facilities and essential services.
- E) Salary, wages, fees and remuneration of durwans, liftman, sweepers, plumbers, electricians, care-takers, or any other person whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof.
- F) All costs, charges and expenses for maintaining common services described in Part-III of the Third Schedule hereunder written.
- G) Such other expenses as are necessary or incidental to the maintenance or up keeping of the building and of the common areas facilities and amenities.

### **PART - III**

A) **BASIC SERVICES:** All costs and expenses for providing all or any of the following services at the building complex:

a) Maintaining repairing amending altering rebuilding renewing and redecorating and where appropriate cleansing and repainting (to such standard as the Developer/Holding Organisation may from time to time consider adequate in its absolute discretion):

i) The structure of the building block and in particular the roof, foundations and walls thereof;

ii) The pipes in under or upon the building block which shall serve the same;

iii) The common parts;

iv) The boundary walls of the building block;

v) The pathways, driveways, approach roads and car parks within the building;

b) Providing lift services during normal business hours by the operation of the lifts or by such substituted lifts and the cost of any substituted or replaced lift or lifts.

c) Cleaning and lighting of the common parts to such standard as the Developer/Holding Organisation may from time to time consider adequate;

d) Maintaining at all times during normal hours adequate supply of water subject to availability and unless prevented by circumstances beyond the control of the Developer/Holding Organisation;

e) Installing maintaining repairing and renewing necessary fire fighting and alarm equipments in the common parts as the Developer/Holding Organisation may deem necessary or as may be required;

- f) Cleaning and keeping clean (both inside and outside) all windows in the common parts;
- g) Supplying providing purchasing maintaining renewing replacing repairing and keeping in good and serviceable order and condition all equipments, fixtures, fittings tools appliances, materials and other things which the Developer/Holding Organisation may deem necessary for the maintenance upkeep or cleanliness of building complex;
- h) Any other services provided by the Developer/Holding Organisation from time to time and not expressly mentioned herein;
- i) Cost of running generator and its replacement as may be required from time to time and not expressly mentioned herein;
- j) Contribution towards Sinking Fund as may from time to time be determined by the Developer/Holding Organisation;

**PROVIDED ALWAYS** that the Developer/Holding Organisation may withhold add or extend vary or make any alteration in the rendering of the above services or any of them from time to time.

**B) MAINTENANCE:** The cost of periodically inspecting servicing maintaining replacements and insuring the lifts, lift-shafts, standby generator, electrical and mechanical equipments and other apparatus, plant and machinery at the building complex.

**C) ELECTRICITY & GAS:** The cost of supply of electricity, gas, oil and/or fuel for the common parts and the provisions of services referred to herein.

**D) STAFF ETC.:** The cost of employing such staff on pay roll or on contract basis as the Developer/Holding Organisation may at its absolute discretion deem necessary for rendering of services at the building complex.

**E) OUTGOINGS:** All rates charges assessments impositions and other outgoings payable in respect of the parts of the building complex not exclusively or ordinarily occupied by any Purchaser including residential accommodation for caretakers and other staff employed in connection with the building complex and any water rates paid by the Purchaser in respect of the said building complex.

**F) FEES:** The fees of the Administrator and the Accountant and other fees to be incurred in connection with general management of the Building complex.

**G) STATUTORY REQUIREMENTS:** Costs of complying with and/or carrying out statutory requirements including payment of statutory dues in respect of the said building complex and/or the land or parts thereof.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
PART - I  
(Easements, rights and privileges)**

1. The Purchaser will be entitled to all rights privileges vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the "said Unit" and the properties appurtenant thereto usually held used occupied or enjoyed or reputed to be known as part or parcel thereof or appertaining thereto which are herein more fully specified EXCEPTING AND RESERVING unto the Developer and the Vendor the rights of easements and Quasi-easements privileges and appurtenances more fully described in Part-II of the Fourth Schedule hereunder written.

2. The rights of access and use in common with the Developer and Vendor and/or the Owners and/or occupiers of Units at the Building complex, their servants agents and invitees at all times and for all normal purposes connected with the use and enjoyment of the "said Unit" such drains wires and conduits and for the purpose of repairing or

clearing any part or parts of the “said Unit” and/or common parts in so far as such repairing repainting or cleansing as aforesaid cannot be reasonably carried out without such entry AND in all such cases excepting emergent situation upon giving 48 hours previous notice in writing of the Purchaser’s intention to do so written to the Developer and other persons affected thereby.

## **PART – II**

### **(Easements reserved by the Developer and the Vendor)**

**The under mentioned rights easements quasi-easements privileges and appurtenances shall be except out of the sale and be reserved unto the Developer and/or the Vendor.**

1. The right in common with the Purchaser herein and also the Purchasers/Occupants of other Units and/or other parts of the Building Complex for the use and enjoyment of the common parts and essential services.
2. The right of passage of gas, if any, electricity, telephone, water and gas, if any, from and to any part of the said Building complex through or over the “said Unit” and/or the said land and Building complex as may be reasonably necessary for the beneficial use and occupation of the other units or portions of the said land and building complex for all purpose whatsoever.
3. The right of protection of other portion or portions of the building block and also the said building complex, by the “said Unit” and parts thereat so far as they now protects the same.
4. The right as might otherwise become vested in the Purchaser by means of any structural alteration to the “said Unit” or otherwise in any manner to lessen or diminish the

support at present enjoyed by other part or parts of the said building complex.

5. The right of the Owners and/or occupiers of other units or parts of the said building complex for the purpose of ingress to and egress from their units and/or other part or parts of the said Building complex and further to use the front entrance, the tube well, transformer, staircases, lift, open and covered spaces and other common portions.

6. The right with or without workmen and necessary materials to enter upon from time to time the “said Unit” for the purpose of repairing so far as may be necessary such pipes drains and wires conduits and other common portion as aforesaid.

#### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

**PURCHASER’S NEGATIVE COVENANTS:** In connection with the use and enjoyment of the “said Unit” the Purchaser shall be obliged:

- a) Not to throw any rubbish in the common parts nor to store any offensive, dangerous and combustible goods in the Unit;
- b) Not to do or commit any act or deed, which may in any manner cause obstruction or hindrance in completion of construction of the building blocks and/or the building complex by the Developer;
- c) Not to carry on any obnoxious injurious noisy offensive or illegal activity in the “said Unit”;
- d) Not to do or commit any act which may cause any nuisance or annoyance to the Owners and/or occupiers of other units at the said building block and/or the complex;
- e) Not to use the “said Unit” nor permit the same to be used for any guest house, boarding and lodging house, nursing home, meeting place, club, manufacturing or



processing work, hobby center, without the consent in writing of the Developer first obtained;

f) Not to encroach upon nor to store or permit to be stored any goods or materials in the common portions lobbies, corridors, staircases, and other parts of the said building block and/or the complex;

g) Not to park or permit to be parked any car or vehicle in the common passages or driveways, without written permission of the Developer;

h) Not to decorate or paint or otherwise alter the exterior of the “said Unit” and/or common parts of the said building block and/or the complex in any manner save in accordance with the general scheme thereof as permitted in writing by the Developer or the Holding Organisation;

i) Not to hang or display any clothes or articles in the verandah/balcony or on the windows or in such manner as may be visible from outside;

j) Not to do anything whereby the other Owners and/or occupiers of units are obstructed in or prevented from enjoying quietly and exclusively of their respective units and parking spaces and jointly of the common parts;

k) Not to claim any right in any part of the Building complex or the land save as be necessary for ingress and egress of men materials utility pipes cables and lines to the “said Unit” and in particular not to claim any right to any parking space or terrace or any other space or place save as has been expressly granted;

l) Not to obstruct in any manner the Developer or other person permitted and/or authorised by the Developer in raising further stories or making other constructions or transferring any right in or on the land or building block and/or the complex or other spaces or parking spaces or new constructions therein;

m) Not to display or affix any neon sign or sign board on any outer walls of the building block and/or the complex or the “said Unit” or in common parts save to the extent and at places specified from time to time;

n) Not to cause affixation of grills and/or outside paint, which in any manner change or effects the exterior design and/or the exterior paint scheme and/or the façade of the building block.

o) Not to affix or change the design or the place of grills, the windows or the main door of the Unit

p) Not to claim any partition or sub-division of the land or the common parts nor to partition the unit by metes and bounds except with the permission in writing of the Developer;

q) The Vendor and the Developer at all time have the right to construct additional buildings/blocks at the adjoining lands and/or floor on any of the building block with right to such additional buildings/blocks to use and enjoy the common portions, facilities and amenities of the building complex and in this regard the Purchaser shall not be entitled to object or obstruct on any ground whatsoever and/or to claim compensation or abatement in the consideration price on account of reduction and/or variation in the proportionate share or interest in the land and/or common portions attributed to the said unit because of such consideration by the Developer.

r) Not to claim any right over the roof/terrace and/or parking spaces and over and in respect of other open spaces not being transferred to the Purchaser and the Developer along with the Vendor shall have the full and absolute right to deal with and/or to transfer the same, without any objection from the Purchaser or any person claiming through them;

s) Not to claim any right of pre-emption or otherwise regarding any other Unit, parking space or any other portion of the building block and the building complex.

- t) Not to dispute or object the right of the Vendor and the Developer to dispose of the roof as also the parking spaces and the open spaces on the ground floor of the building blocks and the building complex.
- u) Not to do anything whereby the rights of the Owners and/or Occupiers of other units in the said building complex is affected or prejudiced in any manner whatsoever and/or which may affect or prejudice the use and enjoyment of the common parts by the other Owners or Occupiers of Units at the building block and/or the complex;
- v) Not to do or permit to be done any act deed or thing, which may render void or voidable any insurance of any Unit or other portions of the said building or cause any insurance premium to be increased in respect thereof;
- w) Not to claim any right in respect of the common parts and the services, facilities and amenities except the right to use the stairs, lifts, entrance and passage as may be necessary for ingress and egress to and from the "said Unit".
- x) Not to install Air conditioners nor to display any name plate anywhere else excepting the place which has been specified for the said purpose.
- y) Not to permit or allow any peon or guard or other staff member or other person to stay at the "said Unit" during the night hours beyond 9 p.m. on working days and/or to visit or stay at the "said Unit" on Sundays or other public holidays.
- z) Not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the varandahs lounge or any external walls or the external doors and windows including grills of the "said Unit";
- aa) Not to do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and or feelings of any other occupants of the building blocks and or complex or cause disharmony against them.

bb) Not to affix or draw any wire , pipe from , to or through any common portions or outside walls of the building block or other parts of the complex.

cc) Not to do anything, which prevent the Developer from making further or additional legal constructions within 8:00 A.M to 6:00 P.M. on any working day notwithstanding any temporary disturbance in the Purchaser's enjoyment of the "said Unit".

dd) To abide by such building rules and regulations as may be made applicable by the Developer and upon appointment of the Holding Organisation by such Holding Organisation.

ee) Not to display or permit any person to display raw meat or sacrificing of animals on the common parts and portions of the said building block or the building complex.

ff) Not to do or permit to be done any act, deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

**IN WITNESS WHEREOF** the Parties abovenamed have put their respective hands, seals and signatures the day month and year first above written.

**SIGNED        SEALED        AND**  
**DELIVERED**        by        the  
**VENDOR** abovenamed at Kolkata  
in the presence of:

**SIGNED            SEALED            AND**  
**DELIVERED**            by            the  
**DEVELOPER**abovenamed            at  
Kolkata in the presence of:

**SIGNED            SEALED            AND**  
**DELIVERED**            by            the  
**PURCHASER**abovenamed            at  
Kolkata in the presence of;

Drafted & Prepared by:-  
Binay Kumar Jain,  
Jain & Associates, Advocates,  
7B, Kiran Shankar Roy Road,  
Kolkata – 700001

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~~~~~  
DATED THIS ..... DAY OF ..... 2018  
~~~~~  
~~~~~

BETWEEN  
**M/S. SHANTIMAY COMPLEX PRIVATE LIMITED**  
..... **OWNER**  
AND

**MESSRS ARRJAVV BUILDERS PRIVATE LIMITED**  
**..... DEVELOPERS**  
**AND**

**..... PURCHASER**

**INDENTURE OF CONVEYANCE**