

# **DEED OF CONVEYANCE**

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

## **B E T W E E N**

**1) MRS. BELA GHOSH**, (PAN NO. CVHPG8631B) (AADHAR NO. 455612557201) (MOBILE NO. 8017371879) wife of Mr. Paresh Chandra Ghosh , by Religion – Hindu, by occupation – Housewife, by Nationality – Indian, residing at 94, Canal Street, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700048, District – 24 Parganas (North) AND **2) MRS. KAKALI GHOSH**, (PAN NO. BEVPG5241M)(AADHAR NO. 698357775172 ) wife of Mr. Prasenjit Ghosh , by

Religion – Hindu, by occupation – Housewife, by Nationality – Indian, residing at 94, Canal Street, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700048, District – 24 Parganas (North), 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**

**SHREE RAM INFRA NIRMAN PRIVATE. LIMITED.**, (PAN NO. AAPCS4122F) a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 312, Lake Town, Block – A, Post Office – Lake Town, Police Station – Lake Town, Kolkata – 700089, represented by its Director namely MR. KAUSHAL AGARWAL, (PAN NO. BHUPA7491R) son of Mr. Suresh Kumar Agarwal, by Religion – Hindu, by occupation – Business, by Nationality - Indian, residing at BE – 78, Salt Lake City, Sector – I, Post Office – Bidhannagar, Police Station – North Bidhannagar, Kolkata – 700064, 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** one Narahari Mondal and Kali Charan Mondal, were the absolute joint owners of all that piece and parcel of land lying and situate at and being in Mouza Dakshindari, comprised in collectorate Touzi No.1298/2833, Re. Sa. No. 6 (GD.I.), J.L. No. 25 appertaining to C.S. Khatian No. 106, C.S. Dag No. 1061, 1063, 1064, 1088, 1089 & 1090 admeasuring an area of 9111 Acres, be the same a little more or less , free from all encumbrances whatsoever.

**AND WHEREAS** said Narahari Mondal and Kali Charan Mondal, jointly sold, conveyed, transferred and released the said Plot admeasuring an area of 9111 Acres, be the same a little more or less, comprised in Collectorate Touzi No. 1298/2833, Re. Sa. No. 6 (G.D.I.), J.L. No. 25, appertaining to C.S. Khatian No. 106, C.S. Dag No. 1061, 1063, 1064, 1088, 1089 & 1090, by virtue of a registered Deed of Conveyance, dated 25 - 07 - 1891, to Ananda Prasad Banerjee and Nrishinha Chandra Banerjee.

**AND WHEREAS** while enjoying the said plot of land in equal half share, said Ananda Prasad Banerjee, died intestate leaving behind him, his three sons namely Dhirendra Nath Banerjee, Kalidas Banerjee and Narendra Nath Banerjee, as his legal heirs and successors to success and inherit all the estates and properties left by the said Ananda Prasad Banerjee, since deceased.

**AND WHEREAS** by virtue of inheritance, said Dhirendra Nath Banerjee Banerjee, Kalidas Banerjee and Narendra Nath Banerjee, had acquired, seized and possessed and / or otherwise well and sufficiently entitled to the said one equal - half part or share of the land premises, admeasuring an area of 9111 (nine thousand one hundred eleven) Acre, of land comprised in Touzi No. 1298/2833, Re. Sa. No. 6, (G.D.I.), J.L. No. 25, appertaining to C.S. Khatian No. 106, C.S. Dag No. 1061, 1063, 1064, 1088, 1089 and 1090, left by Ananda Prasad Banerjee, since deceased and after acquiring the said plot of land, said Dhirendra Nath Banerjee and two others duly mutated their names in the records of the settlement operation.

**AND WHEREAS** said Kalidas Banerjee, died intestate on 30 - 05 - 1927, being unmarried leaving behind his two brothers namely said Dhirendra Nath Banerjee and Narendra Narendra Nath Banerjee, as his legal heirs and successors to success and inherit and all the estates and properties left by the said Kalidas Banerjee (since deceased).

**AND WHEREAS** said Narendra Nath Banerjee, died intestate on 01- 07- 1935, being married with his wife who predeceased him and no issues were born to them and as such his elder brother Dhirendra Nath Banerjee became the sole and legal heir and successor of said Narendra Nath Banerjee (since deceased).

**AND WHEREAS** said Dhirendra Nath Banerjee, became the sole and absolute owner of all that one equal - half part or share of 9111 (nine thousand one hundred eleven) Acre, be the same a little more or less, comprised in Touzi No. 1298/2833, Re. Sa. No. 6, (G.D.I.), J.L. No. 25 appertaining to C.S. Khatian No. 106, C.S. Dag No. 1061, 1063, 1064, 1088, 1089 & 1090, and the other half share of the said plot was under possession of Nrishinha Chandra Banerjee.

**AND WHEREAS** said Nrishinha Chandra Banerjee, died intestate, leaving behind him, his two sons namely Nilmony Banerjee and Nilmadhab Banerjee, as his legal

heirs and successors to inherit his property, as absolute owners free from all encumbrances whatsoever.

**AND WHEREAS** by virtue of the above, said Dharendra Nath Banerjee, Nilmony Banerjee and Nilmadhab Banerjee, had seized and possessed and / or otherwise well and sufficiently entitled to all that piece and parcel of land ad – measuring an area of 9111 (nine thousand one hundred eleven) Acre, be the same a little more or less, lying and situate at and being comprised in Touzi No. 1298/2833, Re. Sa. No. 6, (G.D.I.), J.L. No. 25 appertaining to C.S. Khatian No. 106, C.S. Dag No. 1061, 1063, 1064, 1088, 1089 & 1090, and they duly recorded their joint names in the assessment records of South Dum Dum Municipality and the said Municipality duly reassessed the said plot as Holding No. 17, 18 & 19, in Div. – II, Sub Div. – VI, as the absolute joint owners of the said plot of land in question.

**AND WHEREAS** said Dharendra Nath Banerjee, Nilmony Banerjee and Nilmadhab Banerjee, for the purpose of harmonious occupation of the said property and at the same time to avoid further litigations, got the entire property amicably partitioned between themselves according to their respective shares and executed a registered Deed of Partition, dated 14<sup>th</sup> day of February, 1941, and the same was duly registered at the office of Sub - Registrar Cossipore, Dum Dum, and the same was recorded in Book No. – I, Volume No. 32, being Deed No. 1304, for the year 1941.

**AND WHEREAS** by virtue of the said Deed of Partition, dated 14<sup>th</sup> day of February, 1941, said Dharendra Nath Banerjee and Nilmony Banerjee had granted, conveyed, transferred, assured, assigned, confirmed and released unto Nilmadhab Banerjee, assigned all that 3/4<sup>th</sup> share of the entire land together with structure standing thereon within the Khatian No. 526 & 527, and thus constituted Nilmadhab Banerjee, the sole and absolute owner of the entire lands being the 3/4<sup>th</sup> share of Dharendra Nath Banerjee and Nilmony Banerjee and his inherited 1/4<sup>th</sup> share thus becoming the owner of the entire land together with structure standing thereon.

**AND WHEREAS** the said Nilmadhab Banerjee, died intestate leaving behind him, Satinath Banerjee, Dr. Umanath Banerjee, Brojonath Banerjee, Sibnath Banerjee, Rupnath Banerjee and Arati Ganguly, as his legal heirs and successors in respect of the all that property left by Nilmadhab Banerjee (since deceased) by virtue of inheritance and after inheriting the said property said Satinath Banerjee & Others, had duly mutated their joint names in the assessment records of the South Dum Dum Municipality.

**AND WHEREAS** said Satinath Banerjee, Dr. Umanath Banerjee, Brojonath Banerjee, Sibnath Banerjee, Rupnath Banerjee and Arati Ganguly, while in so joint peaceful possession of the lands allotted to their father Nilmadhab Banerjee (since deceased) by virtue of the Registered Deed of Partition, dated 14<sup>th</sup> day of February,

1941, they jointly decided to transfer such lands by making and / or making the same into small plots comprising in C.S. Khatian No. 106, corresponding to R.S. Khatian No. 524 & 525, under C.S. Dag No. 1061,1088, 1089 & 1090, corresponding to R.S. Dag No. 1061, 1088, 1089 & 1090 / 4552, of Mouza – Dakshindari, leaving out the land of C.S. Dag No. 1063 & 1064, of C.S. Khatian No. 106, which was subsequently recorded in R.S. Khatian No. 526 & 527, in respect of R.S. Dag No. 1063 & 1064.

**AND WHEREAS** aforesaid Satinath Banerjee, Dr. Umanath Banerjee, Brojonath Banerjee, Sibnath Banerjee, Rupnath Banerjee and Arati Ganguly, to materialize their desire demarcated the lands of C.S. Khatian No. 106, corresponding to R.S. Khatian No. 524 & 525, comprised in C.S. & R.S. Dag No. 1061,1088, 1089 & 1090 (renumbered as 1090 / 4552 in R.S.R.O.R.) by dividing it into small plots marking the same as Plot Numbers 'A' to 'G' with a common passage / Road of 20ft. wide, and sold out the same by various Deeds to various intending Purchaser / Purchasers.

**AND WHEREAS** by a Registered Deed of Conveyance, dated 07 – 11 -1987, registered in the office of the A.D.S.R. Bidhannagar (Salt Lake City), recorded in Book No. – I, Volume No. 127, Pages 253 to 269, Being No. 6288, for the year 1987, one MRS. MAYA RANI GHOSH, wife of Late Jogesh Chandra Ghosh, purchased ALL THAT piece or parcel of land, being marked as Plot No. 'G', delineated in the master plan, measuring 1 Cottah, 7 Chittacks and 15 Sq. Ft. more or less.

**AND WHEREAS** from the aforesaid Plot Numbers A to G, as referred to above one MRS BELA GHOSH, wife of Paresh Chandra Ghosh, also purchased a Plot of Land, being marked and delineated as Plot No. 'F', in the master plan, measuring 1 Cottah, 7 Chittacks and 15 Sq. Ft. more or less, by virtue of a Registered Deed of Conveyance, registered before A.D.S.R. Bidhannagar (Salt Lake City), Registered in Book No. – I, Volume No. 127, Pages 307 to 324, Being No. 6291, for the year 1987.

**AND WHEREAS** the lands of C.S. Khatian No. 106, corresponding to R.S. Khatian No. 526 & 527, comprised in C.S. Dag No. 1063 & 1064, were again subsequently decided to be transferred by said Satinath Banerjee, Dr. Umanath Banerjee, Brojonath Banerjee, Sibnath Banerjee, Rupnath Banerjee and Arati Ganguly, by making or dividing it into small plots and they again made and marked such lands in Plot Numbers 'A' to 'D' and subsequent there to they caused transfer of the said layout Plot Numbers 'B' to 'D' measuring an area of 6 Cottahs, more or less, together with R.T. Shed structure of 300 Sq. Ft. more or less, to MRS MAYA RANI GHOSH, wife of Late Jogesh Chandra Ghosh, and MRS BELA GHOSH, wife of Paresh Chandra Ghosh, jointly by virtue of a Registered Deed of Conveyance,

dated 29<sup>th</sup> Novemeber, 1996, before District Registrar North – 24 Parganas at Barasat being Deed No. 8679, and delivered possession in favour of said Smt. Maya Rani Ghosh and Smt. Bela Ghosh.

**AND WHEREAS** said MRS MAYA RANI GHOSH, separately mutated her name in the office of the South Dum Dum Municipality, in respect of her individually purchased lands as referred above recorded as Municipal Holding No. 634 (Old) and 1147 (New) Dakshinadri Road.

**AND WHEREAS** said MRS BELA GHOSH, separately mutated her name in the office of the South Dum Dum Municipality, in respect of her individually purchased lands as referred above recorded as Municipal Holding No. 416/2 (Old) and 872 (New) Dakshinadri Road.

**AND WHEREAS** said MRS MAYA RANI GHOSH, and MRS BELA GHOSH, jointly mutated their names in the office of the South Dum Dum Municipality, in respect of their joint purchased lands as referred above recorded as Municipal Holding No. 415/2 (Old) and 856 (New) Dakshinadri Road.

**AND WHEREAS** by a Registered Deed of Gift, dated 21<sup>st</sup> November, 2003, registered in the office of the Additional District Sub – Registrar Bidhannagar, Salt Lake City, recorded in Book No. – I, Volume No. 15, Being No. 00239, for the year 2004, MRS BELA GHOSH, wife of Paresh Chandra Ghosh,, the Donor therein, out of love and affection, conveyed and transferred ALL THAT divided and demarcated portion of piece or parcel of bastu land, measuring an area 1 (one) Cottah 4 (four) Chittacks 10 (ten) Square feet, more or less together with Tiles shed structure standing thereon, lying and situated at Mouza – Dakshinadri, J.L. No. 25, Re. Sa. No. 6, (G.D. – I), Touzi No. 1298/2833, comprised in C.S. & R.S. Dag Nos. 1063 & 1064, under R.S. Khatian Nos. 526 & 527, Police Station – Lake Town, within the jurisdiction of the South Dum Dum Municipality, District – 24 Parganas (North), unto in favour of her son namely SRI PROSENJIT GHOSH, son of Paresh Chandra Ghosh, the Donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written, and as such, said MRS. BELA GHOSH, became entitled to remaining land i.e. measuring an area 3 (three) Cottahs 3 (three) Chittacks 5 (five) Square feet, more or less, in respect of the said land, as aforesaid.

**AND WHEREAS** thereafter said MRS MAYA RANI GHOSH, and MRS BELA GHOSH, being relatives of each other thought of bitterly exploiting the same for better enjoyment and for such reasons they both mutually decided to amalgamate the Municipal Holding Numbers 634 (Old) and 1147 (New) and 416/2 (Old) and 872 (New) and 415/2 (Old) and 856 (New) of Dakshindari Road, under South Dum Dum Municipality, into one single amalgamated holding and on their joint

application, the office of the South Dum Dum Municipality, allowed the joint application of MRS. MAYA RANI GHOSH and MRS. BELA GHOSH, thereby amalgamating the three distinct Municipal Holding as referred above into one Single amalgamated Municipal Holding No. 415/2 (Old) at present 856, Dakshindari Road, under Ward No. 34, of the South Dum Dum Municipality, and they have been paying the taxes of the same till date under Mouza – Dakshindari, J.L. No. 25, being the total property.

**AND WHEREAS** by a Registered Deed of Gift, dated 4<sup>th</sup> June, 2018, registered in the office of the District Sub – Registrar - II, 24 Parganas (North), Barasat, recorded in Book No. – I, Volume No. 1502 - 2018, Pages from 60475 – 60511, Being No. 150202098, for the year 2018, said MRS MAYA RANI GHOSH, wife of Late Jogesh Chandra Ghosh, the Donor therein, out of love and affection, conveyed and transferred her undivided part or share in piece or parcel of bastu land, equivalent to measuring an area 4 (four) Cottahs 7 (seven) Chittacks 15 (fifteen) Square feet, more or less together with Tiles shed structure standing thereon, lying and situated at Premises No. 113/3, Dakshindari Road, being Municipal Holding No. 856 (formerly 415/2), Dakshindari Road, Police Station – Lake Town, Kolkata – 700048, in Mouza – Dakshinadri, J.L. No. 25, Re. Sa. No. 6, (G.D. – I), Touzi No. 1298/2833, comprised in C.S. & R.S. Dag Nos. 1061, under R.S. Khatian Nos. 524, and C.S. & R.S. Dag No. 1088, under R.S. Khatian No. 525, and C.S. & R.S. Dag No. 1089, under R.S. Khatian No. 524, and C.S. Dag No. 1090, corresponding to R.S. Dag No. 1090 / 4552, under R.S. Khatian No. 524, and C.S. & R.S. Dag No. 1063, under R.S. Khatian No. 526, and C.S. & R.S. Dag No. 1064, under R.S. Khatian No. 527, in Municipal Ward No. 33, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub – Registrar Bidhannagar, Salt Lake City, District – 24 Parganas (North), unto in favour of MRS. KAKALI GHOSH, wife of Mr. Prasenjit Ghosh, the Donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

**AND WHEREAS** in the circumstances recited above, the Owners herein said MRS. BELA GHOSH, AND MRS. KAKALI GHOSH, together become absolutely seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT piece or parcel of Bastu land, measuring an area 7 (seven) Cottahs 10 (ten) Chittacks 20 (twenty) Square feet, more or less, together with Tiles shed structure standing thereon, measuring an area 300 (three hundred) Square feet, more or less, lying and situated at Premises No. 113/3, Dakshindari Road, being Municipal Holding No. 856 (formerly 415/2), Dakshindari Road, Police Station – Lake Town, Kolkata – 700048, in Mouza – Dakshinadri, J.L. No. 25, Re. Sa. No. 6, (G.D. – I), Touzi No. 1298/2833, comprised in C.S. & R.S. Dag Nos. 1061, under R.S. Khatian Nos. 524, and C.S. & R.S. Dag No. 1088, under R.S. Khatian No.

525 and C.S. & R.S. Dag No. 1089, under R.S. Khatian No. 524, and C.S. Dag No. 1090, corresponding to R.S. Dag No. 1090 / 4552, under R.S. Khatian No. 524, and C.S. & R.S. Dag No. 1063, under R.S. Khatian No. 526, and C.S. & R.S. Dag No. 1064, under R.S. Khatian No. 527, in Municipal Ward No. 33, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub – Registrar Bidhannagar, Salt Lake City, District – 24 Parganas (North), morefully and particularly described in the **Schedule 'A - 1'** hereunder written.

**AND WHEREAS** the Owners herein declare that the aforesaid property inter – alia containing land as aforesaid is free from all encumbrances, charges, liens and attachments, and there is no notice in existence respecting acquisition or requisition thereof by any Government or Semi Government Authorities or statutory or any other authorities.

**AND WHEREAS** the Owners herein while in possession and enjoyment of the said property decided to develop the aforesaid land (morefully and particularly described in the **Schedule 'A - 1'** hereunder written) but owing to lack of technical know – how approached the Developer herein and on negotiation and mutual understanding the Owners herein had entered into a into a Registered Development Agreement on 03<sup>rd</sup> March, 2020 with **SHREE RAM INFRA NIRMAN PRIVATE. LIMITED.**, (PAN NO. AAPCS4122F) a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 312, Lake Town, Block – A, Post Office – Lake Town, Police Station – Lake Town, Kolkata – 700089, represented by its Director namely MR. KAUSHAL AGARWAL, (PAN NO. BHUPA7491R) son of Mr. Suresh Kumar Agarwal, by Religion – Hindu, by occupation – Business, by Nationality - Indian, residing at BE – 78, Salt Lake City, Sector – I, Post Office – Bidhannagar, Police Station – North Bidhannagar, Kolkata – 700064, the 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 – 2020, Pages 30555 to 30606 being No. 150400625 for the year 2020, 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 - 1'** hereinbelow with right to sell the Developer's Allocation of the said building the Owners (First part herein) has executed a Registered General Power of Attorney on 03<sup>rd</sup> March, 2020, and the same was recorded in Book No. I, Volume No. 1504 - 2020, Pages 30716 to 30751, Being No. 150400629, for the year 2020, registered in the office of Additional District Sub – Registrar, Bidhannagar in favour of **SHREE RAM INFRA NIRMAN PRIVATE. LIMITED.**, (Developer herein) AND in the said registered General Power of Attorney represented by its Director MR. KAUSHAL AGARWAL, is empowered for and on behalf of the Owners 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 Purchaser(s) and to receive all earnest and consideration price for the same from the Purchaser(s) which the Developer herein think best fit and proper, more fully and clearly described therein.

**AND WHEREAS** in terms of said Development Agreement and Development Power of Attorney, for construction of seven storied residential building, the Developer herein duly obtained a Building Sanctioned Plan from the concerned South Dum Dum Municipality vide **Sanction building Plan being No. 1080 dated 16.05.2020** and started construction on the same which is now going in progress.

**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 or a Commercial shop 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 03<sup>rd</sup> March, 2020, thereby executing and granting Registered Development Power of Attorney on 03<sup>rd</sup> March, 2020 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, car parking space/ garage . commercial shop 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

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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 or a commercial shop 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, commercial shop, 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 seven storied residential building 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 24 self-contained Apartments/Units and/or constructed spaces and 9 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, Lift 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 Siuth 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 or commercial shop 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 ENCLAVE**" 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 seven storied residential building comprising of 24 flats together with 15No.s of commercial shop and 9 garage 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. \_\_\_\_\_, or **ALL THAT** Commercial Shop No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having covered area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and / or \_\_\_\_\_ sq. mtr lying and situate at Premises No. 113/3, Dakshindari Road, being Municipal Holding No. 856 (formerly 415/2), Dakshindari Road, Police Station – Lake Town, Kolkata – 700048, 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 and ORANGE** colour verge respectively of the said seven storied residential 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.

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 DOTH 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 / commercial shop 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** piece or parcel of Bastu land, measuring an area 7 (seven) Cottahs 10 (ten) Chittacks 20 (twenty) Square feet, more or less, together with Tiles shed structure standing thereon, measuring an area 300 (three hundred) Square feet, more or less, lying and situated at Premises No. 113/3, Dakshindari Road, being

Municipal Holding No. 856 (formerly 415/2), Dakshindari Road, Police Station – Lake Town, Kolkata – 700048, in Mouza – Dakshinadri, J.L. No. 25, Re. Sa. No. 6, (G.D. – I), Touzi No. 1298/2833, comprised in C.S. & R.S. Dag Nos. 1061, under R.S. Khatian Nos. 524, and C.S. & R.S. Dag No. 1088, under R.S. Khatian No. 525 and C.S. & R.S. Dag No. 1089, under R.S. Khatian No. 524, and C.S. Dag No. 1090, corresponding to R.S. Dag No. 1090 / 4552, under R.S. Khatian No. 524, and C.S. & R.S. Dag No. 1063, under R.S. Khatian No. 526, and C.S. & R.S. Dag No. 1064, under R.S. Khatian No. 527, in Municipal Ward No. 33, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub – Registrar Bidhannagar, Salt Lake City, District – 24 Parganas (North), butted and bounded as follows-

- ON THE NORTH** : By 12'0" ft. wide Road and Plot of Monu Babu;
- ON THE SOUTH** : By 20' 0"ft. wide Common Passage;
- ON THE EAST** : By 30' 0'ft. wide Dakshindari Road;
- ON THE WEST** : By land of Gouranga Chandra Dey, being marked  
as Plot No.E, and Chowdhury Bagan.

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

**ALL THAT** Multi-storied (seven storied) brick-built, messuage, tenement, hereditament and premises and/or building, TOGETHERWITH the piece or parcel of bastu land, thereunto belonging whereon or on part whereof the same is erected and built, building known as "**NIRMALA ENCLAVE**", containing an area of 7 (seven) Cottahs 10 (ten) Chittacks 20 (twenty) Square feet, more or less, lying and situated at Premises No. 113/3, Dakshindari Road, being Municipal Holding No. 856 (formerly 415/2), Dakshindari Road, Police Station – Lake Town, Kolkata – 700048, in Mouza – Dakshinadri, J.L. No. 25, Re. Sa. No. 6, (G.D. – I), Touzi No. 1298/2833, comprised in C.S. & R.S. Dag Nos. 1061, under R.S. Khatian Nos. 524, and C.S. & R.S. Dag No. 1088, under R.S. Khatian No. 525 and C.S. & R.S. Dag No. 1089, under R.S. Khatian No. 524, and C.S. Dag No. 1090, corresponding to R.S. Dag No. 1090 / 4552, under R.S. Khatian No. 524, and C.S. & R.S. Dag No. 1063, under R.S. Khatian No. 526, and C.S. & R.S. Dag No. 1064, under R.S. Khatian No. 527, in Municipal Ward No. 33, 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”;

OR

(c) The Said Commercial Shop, being No. \_\_\_\_\_, having covered area \_\_\_\_\_ sq. sq. ft. more or less and / or \_\_\_\_\_ sq. mtr, more or less, in the \_\_\_\_\_ Floor of the building in the Said Complex; The layout of the Said commercial shop is delineated in Orange colour on the Plan annexed hereto and marked as Annexure “2”;

(d) 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

(e) 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 OR for commercial shop Rs. \_\_\_\_\_.

**(Payment Plan)**

SL NO.	PAYMENT SCHEDULE	AMOUNT (RS)
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DRAFT DEED OF CONVEYANCE FOR WBHIRA

1.	On Application/Booking	20%
2.	On Commencement of Piling of the Said Tower / Building	7.5%
3.	On foundation	7.5%
4.	On Completion of 1 <sup>st</sup> Floor Roof Casting	7.5%
5.	On Completion of 2 <sup>nd</sup> Floor Roof Casting	7.5%
6.	On Completion of 3 <sup>rd</sup> Floor Roof Casting	7.5%
7.	On Completion of 4 <sup>th</sup> Floor Roof Casting	7.5%
8.	On Completion of 5 <sup>th</sup> Floor Roof Casting	7.5%
9.	On Completion of 6 <sup>th</sup> Floor Roof Casting	7.5%
10.	On Completion of Brick work	5%
11.	On completion of POP of said Apartment	5%
12.	On completion of flooring of said Flat	5%
13.	Before Execution of Final Deed of Conveyance	5%

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. Stair cases on all the floors and lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, water Tank, water pipes and overhead tank on the roof, and other common plumbing installation and also pump.
5. Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the unit hereunder sell, and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the respective units.
11. Electrical wirings, meters (excluding those installed for any particular UNIT).
12. Lift and their accessories.
13. GENERAL COMMON ELEMENTS and facilities meant for the said 'FLAT'
  - a. All private ways, curves, side-walls and areas of the said premises.
  - b. Exterior conduits, utility lines.
  - c. Public connection, meters, gas, electricity, telephone (Intercom) and water owned by public utility or other agencies providing such services, and located outside the building.
  - d. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
  - e. All eleventsh including shafts, shaft walls facilities.
  - f. All other facilities or elements or any improvement outside the flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
  - g. The foundation, corridor, lobbies, stairways Entrance and exists, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'FLAT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.



h. Utility lines, telephone and electrical systems contained within the said building.

i. The ultimate structure in the said building, will jointly be undivided property among the other owners-the Purchasers herein, or other purchasers of different units, subject to limitation, if any, to their such rights of the said building, the purchaser or purchasers being entitled to use and enjoy with the owner, other purchaser, or purchasers without causing inconvenience to one another.

**SCHEDULE "E" ABOVE REFERRED TO**

**(Specifications)**

1. STRUCTURE: R.C.C. framed structured with R.C.C. columns and beams.
2. FLOOR: Entire floor made of Tiles Finish.
3. INSIDE WALLS: Finished with plaster of paris.
4. OUTSIDE WALLS: Outside wall (8"/5") brick work with required cement sand mortar.
5. DOORS & WINDOWS: All door frames will be wooden and all door shutter will be flush type commercial doors, with necessary fittings. Toilets will be P.V.C. door. All windows will be Aluminum with glass fitting.
6. ELECTRICAL WIRING: Concealed with copper wire with necessary electrical points.
7. TOILET: One Indian type pan or Western type commode, wall will be provided Glazed tiles upto six feet height from the floor level.
8. KITCHEN: Black stone cooking platform on the kitchen and glazed tiles upto 2' - 6" feet height from kitchen platform and one steel sink.
9. PLUMBING: Concealed GI / PVC pipe lines in Toilets and Kitchen, CP pillar cocks and bib cocks, brass stop cocks, outside water lines exposed PVC pipe, CI soil lines, PVC rain water lines, white porcelain one white Anglo Indian pan / commode with PVC cistern, one wash basin in each flat PVC cistern.

**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.

DRAFT DEED OF CONVEYANCE FOR WBHIRA

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

DRAFT DEED OF CONVEYANCE FOR WBHIRA

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.