

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made on this the \_\_\_\_\_ day of  
**TWO THOUSAND AND EIGHTEEN (2018)**

### BETWEEN

**Trimline Distributors and Management Pvt. Ltd. (PAN: AABCT1649Q)** a company duly incorporated under the companies Act, 1956 having its registered office at 6th Floor, S W Block, Vishwakarma Building, 86C Topsia Road (S) Kolkata 700046, P. S. Topsia & P. O. Govinda Ghatik Lane Kolkata- 700 046 duly represented by its Director namely **MR. ASIT GHOSH (PAN: ACWPG7350F), son of Mr. Judhishar Ghosh**, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 14 Lake East Fourteen Road, 3rd Floor, Flat 3B, Santoshpur, Kolkata 700075, P. S. SURVEY PARK & P. O. SANTOSHPUR, Kolkata 700 075

**Bhatter Infrastructure Pvt. Ltd. (PAN: AAECB2897B)** a company duly incorporated under the companies Act, 1956 having its registered office at 6, BISHOP LEFROY ROAD, FLAT 14/1, PAUL MANSION KOLKATA Kolkata WB 700020, P. S. BHAWANIPORE & P. O. L R SARANI Kolkata 700 020 duly represented by its Director namely **Mr Raj Kumar Bhattar (PAN: ADZPB2275J)**, son of Late Jaikishan Bhattar, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 14A Rowland Row Kolkata 700020, P. S. Ballygunj & P. O. L R Sarani, Kolkata 700 020

hereinafter referred to as the "**LANDOWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors in interest and assigns) of the **FIRST PART**,

### AND

**New Age Nirman LLP, an LLP (PAN: AALFN9950F)** an LLP duly incorporated under the LLP Act, 2008, having its registered office at 103 Niharika, 17/1C Alipore Road, Kolkata - 700027, P. S. Alipore & P. O. Alipore Kolkata - 700027 duly represented by its partner/s namely **Mr. Shrivatsa Khemka (PAN: ASFPK3490D)**, son of Mr Shrivardhan Khemka, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 15D Raja Santosh Road, Kolkata - 700027, P. S. Alipore & P. O. Alipore, Kolkata - 700027 **Mr. Shriyagya Khemka (PAN: BXTPK9451J)**, son of Mr Shrivardhan Khemka, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 15D Raja Santosh Road, Kolkata - 700027, P. S. Alipore & P. O. Alipore, Kolkata - 700027 **Mr. Shrivardhan Khemka (PAN: AFXPK4194H)**, son of Mr Sohanlal Khemka, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 15D Raja Santosh Road, Kolkata - 700027, P. S. Alipore & P. O. Alipore, Kolkata - 700027 hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **OTHER PART**:

### AND

Mr./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son / daughter \_\_\_\_\_ of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_), or hereinafter called the "Allottee" (which expression repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

of the **THIRD PART**

**WHEREAS :**

**A. ..**

**B. ...**

**C. ....**

**D. ..**

**E.** Thus in the manner as aforesaid the Owner/Vendors are the joint owners of **ALL THAT** the piece and parcel of land measuring .....(more fully and particularly described in the **FIRST SCHEDULE** and hereinafter referred to as the **SAID PREMISES**)

**F.** The Owner and the Developer have entered into a development agreement dated \_\_\_\_\_ registered before the ..... and recorded in Book No .....Volume .....pages.....to.....being Nos.....registered before the .....

**G.** The Owner granted a power of attorney in favour of the Developer on \_\_\_\_\_ registered before the ..... and recorded in Book No .....Volume .....pages.....to.....being Nos.....registered before the .....

**H.** The Developer has been authorized by the owner to nominate such person or persons as the Developer may decide to obtain conveyance from the Owner either in their favour and/or in favour of their nominee or nominees in respect of the whole of the land comprised in the said premises and/or in several undivided proportionate impartibly share in the land underneath of each of the flat of the building on the said premises which may be agreed to be acquired by the prospective Purchaser or Purchasers.

**I.** The Developer offered to sale of self contained independent residential units and the Purchasers being interested to purchase **ALL THAT** the said flat being **Flat No."....."** on the ..... **Floor** of ..... portion of **Ground plus ..... Storied building** measuring ..... **Sq.ft. carpet area** more or less comprise of ..... **Bed Rooms, ..... Living cum Dining Room, ..... Bath with Privy, ..... W.C., ..... Kitchen and ..... Balconies etc.** (which includes service and common areas and civic amenities as provided in the said building) Together With undivided proportionate share of land in the **first schedule property** and the parties negotiated the consideration at and for **Rs ...../- (Rupees .....)** only .

**J.** The Owners/Vendors and the Developer herein doth hereby declare and covenant with the Purchasers that the said premises and /or the said Flat is free from all encumbrances of any nature whatsoever and that the Owners/Vendors have full right, title and interest in the said premises and /or the said Flat and has full right and authority to assign and transfer all his right, title and interest therein and the Owners/Vendors and the Developer herein

further declares that there is a clear title to the Flat and its appurtenances belongs to the Owners/Vendors and the Developer herein absolutely and that neither the Owners/Vendors and the Developer herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that Notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owners/Vendors and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for Him, the Owners/Vendors and the Developer herein has himself full right, power and absolute authority to sell or transfer to the Purchasers the said Flat and his right, title and interest therein and that the Owners/Vendors and the Developer herein has not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchasers may be rendered illegal and/or unauthorized for any reason or on any account.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In consideration of the payment of sum **Rs .....**/- (**Rupees .....**) **only** as the total Consideration paid by the Purchasers to the Developer herein (*receipt whereof the Developer herein hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the purchasers*) paid on or before the execution of these presents, the Owner /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said flat being **ALL THAT** the said flat being **Flat No."**....." on the ..... **Floor** of ..... portion of **Ground plus .....** **Storied building** measuring ..... **Sq.ft. carpet area** more or less comprise of ..... **Bed Rooms,** ..... **Living cum Dining Room,** ..... **Bath with Privy,** ..... **W.C.,** ..... **Kitchen and .....** **Balconies etc.** (which includes service and common areas and civic amenities as provided in the said building) Together With undivided proportionate share of land in the **first schedule property** together with the right to use and enjoy the common areas to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors and the Developer herein to the said flat and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner /Vendors and the Developer herein doth hereby covenants with the Purchasers that:-

**1.** The Owner /Vendors and the Developer herein now have in himself good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or Intended so to be unto and to the use of the Purchasers in the

manner aforesaid have put the Purchasers in vacant, peaceful and unencumbered possession.

**2.** The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner /Vendors and the Developer herein or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.

**3.** The Purchasers shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner /Vendors and the Developer herein well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner /Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for him;

**4.** The said Flat and /or the said building have been constructed as per the sanctioned plan and standard and safe materials have been used and all necessary permissions have been duly obtained by the Owner /Vendors and the Developer herein.

**5.** The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the **common areas** (including undivided proportionate interest in land) and **common space/s** in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder written and/or described.

**6.** The Purchasers shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written.

**7.** The Purchasers shall enjoy the **Common Easements** as are described in the **FOURTH SCHEDULE** hereunder written.

**8.** The Purchasers and other co owners shall abide by the common obligations along with the other owners/occupiers of the other units/flats in the building.

**9.** The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat in common with the other Flat Owners.

**10.** The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner /Vendors and the Developer herein or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.

**11.** The Purchasers' undivided proportionate interest is impartible in perpetuity.

**12.** The Owner /Vendors and the Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat. and premises hereby conveyed with their appurtenances, and receive the rents, issues and

profits thereof and every part hereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner /Vendors and the Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

**13.** The Purchasers shall hold the said Flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner /Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of. from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors or by any other person or persons claiming or to claim by, from, under or in trust for him;

**14.** The Owner /Vendors and the Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by, from. under or in trust for the Owner /Vendors and the Developer or his heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in manner aforesaid as by the Purchasers, his heirs, executors or administrators and assigns shall be reasonably required.

**15.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the purchaser understands that The Project Swayam City shall be developed in phases and the land being subject matter of this Agreement shall form one phase of such phases of Swayam City. It being agreed that for the purposes of this Agreement and for the purposes of marketing, launching construction the land area for each phase shall and/or may differ and /or vary to the extent as the Developer deems fit and proper and The phases of Swayam City shall be designed by the Developer only considering the best available layout and orientation of the project, the best possible elevation and aesthetics and the integration of each phase with the adjacent phase for connecting all the phases of the Project and Each phase shall have the right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required and that the Developer and the owner jointly shall be entitled to expand the project by adding any other piece or parcel of land adjoining or contiguous to the (hereinafter referred to as the Additional Area) subject to the Owner of the said Land being desirous of being a part of the project and any area which is included in the project with the concurrence of all the parties hereof and the concurrence of the respective land owner of the said Land, the Building/Units which are constructed in such additional area shall be entitled to all facilities and/or utilities existent in the Schedule land including but not limited to connecting the drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be intended to be provided in project and It shall be independent and a right secured with the developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land and the right to open an access for ingress and egress to the adjoining land in such manner.

**16.** The Purchasers shall mutate the Said Flat in their own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the local Civic Authority.

**17.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the purchaser understands that The Project Swayam City shall be developed in phases and the land being subject matter of this Agreement shall form one phase of such phases of Swayam City. It being agreed that for the purposes of this Agreement and for the purposes of marketing, launching construction the land area for each phase shall and/or may differ and /or vary to the extent as the Developer deems fit and proper and The phases of Swayam City shall be designed by the Developer only considering the best available layout and orientation of the project, the best possible elevation and aesthetics and the integration of each phase with the adjacent phase for connecting all the phases of the Project and Each phase shall have the right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required and that the Developer and the owner jointly shall be entitled to expand the project by adding any other piece or parcel of land adjoining or contiguous to the (hereinafter referred to as the Additional Area) subject to the Owner of the said Land being desirous of being a part of the project and any area which is included in the project with the concurrence of all the parties hereof and the concurrence of the respective land owner of the said Land, the Building/Units which are constructed in such additional area shall be entitled to all facilities and/or utilities existent in the Schedule land including but not limited to connecting the drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be intended to be provided in project and It shall be independent and a right secured with the developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land and the right to open an access for ingress and egress to the adjoining land in such manner.

**18.**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(The Said Premises)**

**ALL THAT** ....., which is butted and bounded as follows:

**ON THE NORTH** : .....

**ON THE SOUTH** : .....

**ON THE EAST** : .....

**ON THE WEST** : .....

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(The Said Flat/Unit)**

**ALL THAT** the said flat being **Flat No."**....." on the ..... **Floor** of ..... portion of **Ground plus** ..... **Storied building** measuring ..... **Sq.ft. carpet area** more or less comprise of ..... **Bed Rooms,** ..... **Living cum Dining Room,** ..... **Bath with Privy,** ..... **W.C.,** ..... **Kitchen and** ..... **Balconies etc.** (which includes service and common areas and civic amenities as provided in the said building) Together With undivided proportionate

share of land in the **first schedule property** together with the right to use and enjoy the common areas.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(The Common Areas)**

1. The entire land or space lying vacant within the said premises.
2. The space within the building comprises of the entrance, Boundary walls and main entrances.
3. The foundation column, girders, beams, supports, main walls, of the building and the staircases and landing on all floor.
4. The installation for common services such as the drainage systems in the premises, water supply arrangement in the premises including water supply from the local civic authority
5. Reservoir on the roof of the top floor of the building, pump, motor, pipes, lift and all other apparatus and installations in the premises for common use, septic tanks, pits drainage and sewerage lines thereto connected.
6. All the Owners shall be entitled to use roof of the building at all times.
7. Electrical wiring, meters and Electrical installations and fittings including those as are installed for any particular unit.
8. Water pump, water tank, water pipes and other common plumbing installation.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(The Common Expenses)**

1. All costs of maintenance, operating, replacing, white washing, painting, insurance, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and common portions and the outer walls of the building and for security of the said building.
2. The salaries of all persons employed for the same purpose.
3. All charges and deposits for supplies of common utilities.
4. Municipal taxes and other outgoings save those separately assessed or charged or claimed for or on the respective flat/unit.

5. Costs and charges of establishing for maintenance of the building and for watch and ward staff.
6. All litigation expenses appertaining to the maintenance and protection of the said building and disputes regarding claims and/or demands from the Municipality and/or other Legal Authorities.
7. The office expenses incurred for maintaining the office for common purposes.
8. All other expenses and outgoings as are deemed by the Developer to be necessary or incidental for and regulating interest and/or the rights of the purchaser and occupiers including Vendors.
9. All expenses referred to above shall be borne by the Purchaser from the date of notice as to completion of unit and for taking possession of Units.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Easements)**

The Co-Owners shall allow each other, the Vendors and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- i) The right common passage, uses and movement in all the Common areas.
- ii) The right of passage of utilities, including connection for telephones, pipes, cables, etc. through each and every part of the said building, including the said unit.
- iii) Right of support, shelter and protection of each portion of the said building by other and/or others thereof.
- iv) The absolute unfettered and unencumbered right over the Common Areas SUBJECT TO the terms and conditions herein contained.
- v) Such right, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said unit and the rights and properties appurtenant thereto.
- vi) The right, with or without workmen and necessary materials, to enter upon the Building, including the said Unit or any other Unit, if any, for the purposes of repairing any of the Common Areas or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency,



upon giving 48 hours previous notice in writing to the Co-Purchasers affected thereby.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the **OWNER/VENDOR** at Kolkata in the presence of

Witnesses:

- 1.
- 2.

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

Witnesses:

- 1.
- 2.

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

Witnesses:

- 1.
- 2.

**RECEIVED** from the within named Purchasers the within mentioned **Rs** ...../- (**Rupees** .....) **only** by way of total consideration money as per Memo below :-

**MEMO OF CONSIDERATION**

<b>DATE</b>	<b>CHEQUE NO.</b>	<b>BANK</b>	<b>AMOUNT (in Rs)</b>
		<b>TOTAL</b>	...../-

**(Rupees ..... ) only**

Witnesses :

1.

2.