

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this the            day  
of            , Two Thousand and Nineteen (2019) **BETWEEN**

**SHIV NIKETAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC33891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having PAN AFVPB8282R Aadhar Number 450256874268, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. SheakspearSarani, Kolkata-700 071 hereinafter called referred to as "**THE OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **FIRST PART.**

**AND**

**ALLOTTEE/PURCHASER'S:**

(1) \_\_\_\_\_ (PAN: \_\_\_\_\_), son of \_\_\_\_\_, by faith-Hindu, by occupation-Service, By Nationality - Indian, residing at \_\_\_\_\_ and (2) \_\_\_\_\_ (PAN: \_\_\_\_\_), wife of \_\_\_\_\_, by faith-Hindu, by occupation-\_\_\_\_\_, By Nationality - Indian, residing at \_\_\_\_\_, West Bengal, hereinafter collectively referred to as "**ALLOTTEES/ PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors /interest and/or assigns) of the **SECOND PART.**

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "**Party**".

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires, -----

- A. "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- B. "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- C. "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- D. "**Section**" means a section of the Act.
- E. "**Bungalow**" shall mean Bungalow **vide No.** \_\_\_\_\_, more fully described in schedule;
- F. "**Bungalow Plan**" shall mean the plan for construction of the New Bungalow sanctioned by \_\_\_\_\_ **vides** Bungalow Permit No. \_\_\_\_\_ dated \_\_\_\_\_ and include all sanction able modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Architects and/or the concerned authorities;

G. **“Co-owners”** shall mean (a) all the allottees of Units in the Building Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor or the Promoter, shall mean the Promoter or the Vendor, as the case may be.

H. **“Owner”** shall mean **SHIV NIKETAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC53891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having PAN AFVPB8282R Aadhar Number 450256874268, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. SheekspearSarani, Kolkata-700 071 and include its successors or successors-in-office and/or assigns;

j. **“Common areas “** mean

- i) The entire land for the real estate project or where the project is developed. in phases and registration under this Act is sought for a phase, the entire land for the phase;
- ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;
- iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community service personnel;
- v) Installation of central services such as electricity, gas, water and sanitation, air-conditioning, system for water conservation renewable energy;
- vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common us;
- vii) All community and commercial facilities as provided in the real estate project;
- viii) All other portion of the project necessary or convenient for it’s maintenance, safety, etc. and in common us;

k. **“Allottee”** shall mean one or more Allottees named above and include:-

- a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
- b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
- c. in case of a partnership firm or LLP, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;
- d. in case of a Company, its successors or successors-in-office and/or assigns;

- e. in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- l. **“Vendor”** shall mean **SHIV NIKETAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC53891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having PAN AFVPB8282R Aadhar Number 450256874268, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. SheakspearSarani, Kolkata-700 071 and include its and each of its successors or successors-in-office and/or assigns;
- m. Words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;
- n. Words importing singular number shall according to the context mean and construe the plural number and vice versa. Similarly words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa;

**WHEREAS**

**SECTION - II # RECITALS:**

**WHEREAS** Sri JugalkishorBangal alias Ghosh, Sri Subal Chandra Bangal alias Ghosh, Sri Bimal Kumar Bangal alias Ghosh, Sri Shyamal Kumar Bangal alias Ghosh, only legal heirs inheriting the property left by their father Late JitendraNathBangal alias Ghosh.

AND WHEREAS said Jugal Kishor Bangal alias Ghosh and others by a registered Deed of Conveyance dated 07.07.2009 registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 13, Pages from 2776 to 2786, being No. 03810 for the year 2009 sold and transferred 30.67 Decimal of land at Dag No. R.S. & L.R. Dag No. 11 and 21 Decimal of land at R.S. & L.R. Dag No. 12, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sri Panchanan Mondal, only the legal heir of his father Late Atul Krishna Mondal and inheriting the property left by him and said Panchanan Mondal by a registered deed of conveyance dated 02.03.2009, registered in the office of A.D.S.R. Bishnupur, recorded in

Book No. I, CD Volume No. 5, Pages from 2604 to 2615, being No. 01171 for the year 2009 sold and transferred 3 Decimal of land at R.S. & L.R. Dag No. 13, and 2 Decimal at R.S. & L.R. Dag No. 19, and 1 Decimal at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sri Kalipada Mondal, the legal heir of his father late Nagendra Nath Mondal and inheriting the property left by him and said Kalipada Mondal by a registered deed of conveyance dated 23.03.2009, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 7, Pages from 3362 to 3373, being No. 01713 for the year 2009 sold and transferred 1 Decimal of land at R.S. & L.R. Dag No. 13, and 1 Decimal at R.S. & L.R. Dag No. 19, and 1 Decimal at R.S. & L.R. Dag No. 20, and 0.50 Decimal at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sunit Naskar, Anit Naskar, Ashim Naskar, Ashit Naskar, Shefali Naskar by a registered Deed of Conveyance dated 30.09.1996 registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 34, Pages from 355 to 360, being No. 3326 for the year 1996 purchased 3 Decimal of land with other land from one PanchuCharanMondal.

AND WHEREAS said Sunit Naskar, Anit Naskar, Ashim Naskar, Ashit Naskar, Shefali Naskar by virtue of aforesaid purchase and seized and possessed of or sufficiently entitled to transfer the said property.

AND WHEREAS Sunit Naskar, Anit Naskar, Ashim Naskar, AshitNaskar, ShefaliNaskar by a registered Deed of Conveyance dated 18.05.2009 registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 10, Pages from 1539 to 1553, being No. 02747 for the year 2009 sold and transferred 3 Decimal of land at R.S. & L.R. Dag No. 13, to M/S. SHIV NIKETAN PVT. LTD.

**WHEREAS** Sudhir Kumar Naskar by a registered deed of conveyance dated 13.12.1989 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 76, Pages from 127 to 132, being No. 06357 for the year 2009 sold and transferred 4.67 Decimal of land to Asit Kumar Sardar.

AND WHEREAS said Asit Kumar Sardar by a registered deed of conveyance dated 20.10.2009 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 17,

Pages from 4264 to 4272, being No. 05543 for the year 2009 sold and transferred 4.67 Decimal of land at R.S. & L.R. Dag No. 13, and 1 Decimal at R.S. & L.R. Dag No. 19, and 1 Decimal at R.S. & L.R. Dag No. 19, and 1 Decimal at R.S. & L.R. Dag No. 20, and 1 Decimal at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sri Sonatan Mondal, the legal heir of his father late Nagendra Nath Mondal and inheriting the property left by him and said Sonatan Mondal by a registered deed of conveyance dated 15.12.2009, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 21, Pages from 294 to 303, being No. 06692 for the year 2009 sold and transferred 1 Decimal of land at R.S. & L.R. Dag No. 13, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Juthistir Mondal and Saila Bala Mondal and others by a registered deed of conveyance dated 21.01.1987 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, being No. 1364 for the year 1987 sold and transferred 8 Decimal of land to Madhuri Mondal.

AND WHEREAS said Madhuri Mondal by a registered deed of conveyance dated 21.12.2009 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 21, Pages from 1249 to 1257, being No. 06765 for the year 2009 sold and transferred 2 Decimal of land at R.S. & L.R. Dag No. 13, and 2 Decimal land at R.S. & L.R. Dag No. 19, and 1 Decimal land at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sri Sonatan Mondal, Smt. Santi Sardar, Smt. Tukuri Naskar, Sri Pradip Mondal, Kumari Ashima Mondal, Smt. Kalyani Mondal, Smt Chaya Rani Das, Smt. Purnima Mondal, Smt. Anima Halder, legal heirs inheriting the property left by their father and mother Late Nagendra Nath Mondal, Smt. Sumita Mondal and Late Kalipada Mondal.

AND WHEREAS said Sri Sonatan Mondal, Smt. Santi Sardar, Smt. TukuriNaskar, Sri Pradip Mondal, Kumari Ashima Mondal, Smt. Kalyani Mondal, Smt Chaya Rani Das, Smt. Purnima Mondal, Smt. Anima Halder, by a registered deed of conveyance dated 15.12.2009 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 21, Pages from 732 to 747, being No. 06721 for the year 2009 sold and transferred 0.50 Decimal of land at R.S. & L.R. Dag No. 13, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sri Pradip Mondal, Kumari Ashima Mondal, Smt. Kalyani Mondal, Smt Chaya Rani Das, Smt. Purnima Mondal, Smt. Anima Halder, legal heirs inheriting the property left by their father Late Kalipada Mondal.

AND WHEREAS said Sri Pradip Mondal, Kumari Ashima Mondal, Smt. Kalyani Mondal, Smt Chaya Rani Das, Smt. Purnima Mondal, Smt. Anima Halder, by a registered deed of conveyance dated 15.12.2009 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 21, Pages from 707 to 718, being No. 06691 for the year 2009 sold and transferred 1 Decimal of land at R.S. & L.R. Dag No. 13, and 2 Decimal at R.S. & L.R. Dag No. 14, land to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sri Biswanath Mondal, the legal heir of his father late Jatindra Nath Mondal and inheriting the property left by him and said Biswanath Mondal by a registered deed of conveyance dated 30.12.2009, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 22, Pages from 199 to 209, being No. 06928 for the year 2009 sold and transferred 2 Decimal of land at R.S. & L.R. Dag No. 13, and 3 Decimal at R.S. & L.R. Dag No. 14, and 2 Decimal of land at R.S. & L.R. Dag No. 19, and 1 Decimal land at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sri Bishnupada Mondal, the legal heir of his father late Jatindra Nath Mondal and inheriting the property left by him and said Bishnupada Mondal by a registered deed of conveyance dated 12.01.2010, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 2, Pages from 172 to 179, being No. 00204 for the year 2010 sold and transferred 2.33 Decimal of land at R.S. & L.R. Dag No. 13, and 3.17 Decimal at R.S. & L.R. Dag No. 14, and 1.73 Decimal at R.S. & L.R. Dag No. 19, and 1.27 Decimal land at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sri Sunil Kumar Mondal, Sri Madan Mohan Mondal, Sri Mantu Charan Mondal, son of Late Pachu Gopal Mondal, Smt. Sarala Bala Mondal wife of Late Sushil Kumar Mondal, Sri Jagannath Mondal, Sri Manabendra Mondal, Sri Susanta Mondal all are sons of Late Sushil Kumar Mondal legal heirs inheriting the property left by their fathers namely Pachu Gopal Mondal and Late Sushil Kumar Mondal.

AND WHEREAS said Sri Sunil Kumar Mondal, Sri Madan Mohan Mondal, Sri Mantu Charan Mondal, Smt. Sarala Bala Mondal, Sri Jaganath Mondal, Sri Manabendra Mondal, Sri Susanta Mondal, by a registered deed of conveyance dated 29.04.2010 registered at the office of A.D.S.R. Bishnupur, recorded in Book No. I, Volume No. 7, Pages from 4754 to 4766, being No. 02355 for the year 2010 sold and transferred 5.33 Decimal of land at R.S. & L.R. Dag No. 14, and 3.17 Decimal of land at R.S. & L.R. Dag No. 19, and 2.33 Decimal of land at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

WHEREAS Sri Kinuram Mondal, the legal heir of his father late Uttam Mondal and inheriting the property left by him and said Kinuram Mondal by a registered deed of conveyance dated 10.12.2009, registered in the office of A.D.S.R. Bishnupur, recorded in Book No. I, CD Volume No. 20, Pages from 1549 to 1558, being No. 06551 for the year 2009 sold and transferred 3.17 Decimal of land at R.S. & L.R. Dag No. 19, and 2.33 Decimal at R.S. & L.R. Dag No. 20, to M/S. SHIV NIKETAN PVT. LTD.

By and through a registered Deed of Conveyance dated 5<sup>th</sup> November, 2009 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 18, Pages from 4295 to 4305, being No. 05939 for the year 2009 made between Bimalendu Naskar herein referred to as the vendors of the one part sold , transferred and conveyed all that piece and parcel of Sali land admeasuring 14.5 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, J.L. No. 22, Touzi No. 3,4,5, Khatian No. 723 situated and lying at Mouza Uttar kajirahat, under Magura (Parganas), P.S. Bishnupur, A.D.S.R. Bishnupur, in the district of 24-Parganas(South) to Shiv Niketan Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Shiv Niketan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner in L.R. Khatian no. 1022.

By and through a registered Deed of Conveyance dated 23<sup>rd</sup> November, 2009 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 19, Pages from 1961 to 1970, being No. 06180 for the year 2009 made between Prabhas Naskar herein referred to as the vendors of the one part sold, transferred and conveyed all that piece and parcel of Sali land admeasuring 28 7/8 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, J.L. No. 22, Touzi No. 3,4,5, Khatian No. 501 situated and



lying at Mouza Uttar kajirahat, under Magura (Parganas), P.S. Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas(South) to Shiv Niketan Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Shiv Niketan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner in L.R. Khatian no. 1022.

By and through a registered Deed of Conveyance dated 1<sup>st</sup> December, 2009 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 19, Pages from 4227 to 4247, being No. 06325 for the year 2009 made between Sri Bimal Kumar Bose herein referred to as the vendors of the one part sold, transferred and conveyed all that piece and parcel of Sali land admeasuring 29 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, J.L. No. 22, Touzi No. 3,4,5, L.R. Khatian No. 944 and R.S. Khaitan No. 298 situated and lying at Mouza Uttar kajirahat, under Magura (Parganas), P.. Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas(South) to Shiv Niketan Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Shiv Niketan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner in L.R. Khatian no. 1022.

By and through a registered Deed of Conveyance dated 2<sup>nd</sup> March, 2010 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 5, Pages from 2056 to 2068, being No. 01484 for the year 2010 made between Sri Pulan Chandra Naskar herein referred to as the vendors of the one part sold, transferred and conveyed all that piece and parcel of Sali land admeasuring  $9 \frac{2}{3}$  decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 21, J.L. No. 22, Touzi No. 3,4,5, Khaitan No. 479 situated and lying at Mouza Uttar kajirahat, under Magura (Parganas), P.S. Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas (South) to Shiv Niketan Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Shiv Niketan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner in L.R. Khatian no. 1022.

By and through a registered Deed of Conveyance dated 21<sup>st</sup> July, 2009 registered in the office of Additional Registrar of Assurance-I, in Book No. I, CD Volume No. 14, Pages from 1481 to 1491, being No. 04116 for the year 2009 made between Sri Bimal Kumar Bose

herein referred to as the vendors of the one part sold, transferred and conveyed all that piece and parcel of Sali land admeasuring 22 1/2 decimals be little more or less comprised in R.S. Dag no. and L.R. Dag No. 110, J.L. No. 22, Touzi No. 3,4,5,. Khatian No. 668 and 669 situated and lying at Mouza Uttar kajirahat, under Magura (Parganas), P..Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas (South) to Shiv Niketan Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Shiv Niketan Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner in L.R. Khatian no. 1022.

**AND WHEREAS** said present vendor become absolute sole owner of said property and he change character to sali to bastu and said company recorded its name in L.R Parcha and its paid taxes regularly to the appropriate authority.

**AND WHEREAS** , for the purpose of development of the aforesaid Schedule mentioned property the said land owner namely **Shiv Niketan (P) Limited**, and has commenced the development of the project on the land as per the approved bungalow plan from the competent authority vide sanction number.....

**AND WHEREAS** The said Land is earmarked for the purpose of building a residential project comprising G+1 storied Bungalows and the said project shall be known as "GARNET-GEMS CITY".

**AND WHEREAS** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.

**AND WHEREAS** The Zilla Parishad has granted the commencement certificate to develop the project vide approval dated .....bearing registration no.....

**AND WHEREAS** The Allottee/Purchaser had applied for an Bungalow in the Project vide application no..... dated..... and has been allotted Bungalow no.....having carpet area of .....square feet, type, on floor in [tower/block/building] no..... ("Building") along insert the location of the garage/covered parking], as permissible under the applicable law and of prorate share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Bungalow" more particulary described in Schedule A and the floor plan or the Bungalow is annexed hereto and marked as Schedule B);

**AND WHEREAS** now the present Vendor herein intend to sell the Schedule mentioned Property mentioned in the Second Schedule property at a consideration price total consideration **Rs** ..... ) **only** and Purchaser accepted the said proposal and agreed to purchase the Bungalow no.....having carpet area of .....square feet, type, on floor in [tower/block/building] no..... (“Building”) along with Open/Dependent covered/Independent Covered Parking no..... admearsuirng..... square feet in the.....of two two storied building mentioned in the First Schedule hereunder written

**AND WHEREAS** subsequently the **PURCHASER** i.e. the party of the Second Part herein after knowing the said intention and entered into an agreement on ..... agreed to purchase the aforesaid self contained residential Bungalow no.....having carpet area of .....square feet, type, on floor in [tower/block/building] no..... (“Building”) mentioned in the First Schedule hereinabove together with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available in the said building of said Premises at and for a total consideration of **Rs** ...../- (**Rupees** .....) **only**

**AND WHEREAS** accordingly, the said **PURCHASER** herein entered into an agreement on..... and on the basis of the said agreement has already paid the entire consideration amount amounting to **Rs** ...../- (**Rupees** .....) **only** to the Vendor/owner herein time to time as per Memo of Consideration hereunder written.

**NOW THIS INDENTURE WITNESSETH THAT** in consideration of total sum of **Rs**...../- (**Rupees** .....) **only** lawful money of the well and truly paid by the Purchaser to the Vendors and Developer at or before the execution of this presence. (The receipt whereof the Vendors and Developer doth hereby admit, acknowledge as per Memo of Consideration hereunder written and to have received and of and from the same and every part thereof acquit release and forever discharged the Purchaser of the said Banglow together with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available of said project , morefully and elaborately described in the Third Schedule hereunder written and also the right, title, interest of the Vendors and Developer hereby sold and transferred in

favour of the Purchaser herein into and upon the said Banglow **TOGETHER WITH** all other ways, path, passage, swears, advantages and appurtenances whatsoever to the said Banglow belonging to or in anywise appertaining thereto or reputed to belong or be known as part and parcel of or member thereof or held use or enjoy herewith or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and every part thereof portions thereof **TOGETHER WITH** the right to use the common areas and egress out of the said Banglow more or less more fully mentioned in the Second Schedule hereunder and the undivided proportionate share or interest in all the common parts and portions and facilities and amenities comprised in the said building morefully described in the Third Schedule hereunder written and also all the right, title and interest of the Vendor hereby sold and transferred unto and in favour of the Purchaser herein into or upon the said Banglow and **TOGETHER WITH** all other ways, paths, passages, sewers, advantages and appurtenant whatsoever to the said Banglow belonging to or in anywise appertaining thereto or reputed to belong or be known as part or parcel or member thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents, issues and profits thereof and every part thereof or portions thereof **TOGETHER WITH** the right to use the common areas and paths and passages for the purpose of free ingress and egress out of the said flat and car parking space and every part or portions thereof in common with the other owners and occupiers of the said building and all the rights of easements, quasi-easements and stipulations and provisions in connection with the beneficial use and enjoyment of the said flat and car parking space and the essential service and amenities appertaining thereto and all the muniments, deeds, pattahs, documents, writings and other evidence of title exclusively relating to the said premises and/or the said Banglow which is now are or in the custody/possession and control of the said owners or which the Vendor can procure without any suit or action **AND ALL** the estate, right, title, interest property, claim and demand whatsoever of the said Vendor into or upon the said Banglow and every part or portion thereof **TO HAVE AND TO HOLD** the said flat and car parking space hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be with all rights, benefits, members easements and appurtenances thereto unto and to the use of the Purchaser herein absolutely and forever **SUBJECT HOWEVER** to the Purchaser making payment of the proportionate or apportioned share of the maintenance charges and statutory rates, taxes and impositions in respect of the said Banglow **BUT OTHERWISE** free from all encumbrances, charges, attachments, liens, whatsoever **SUBJECT HOWEVER** to the

various easement and quasi easement and/or restrictions provided for in the said building for the purpose of beneficial use and enjoyment of the said Banglow **AND** free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise well and sufficiently indemnified from against all manner of estate claim charges lien attachments and encumbrances created made done executed or suffered by the said owners **AND** the Vendor hereby further covenant with the Purchaser herein that the said owner and all the persons claiming through under or in trust for the Vendor shall and will from time to time and at all material times hereafter and at the request an cost of the Purchaser herein make do execute or cause to be done and executed all such further and other lawful acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and car parking space hereby sold transferred conveyed and granted or expressed or intended so to be unto and to the use of the Purchaser herein in the manner as aforesaid.

1. **THE VENDOR DOTH HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS :-**

- a) The notwithstanding any act, deed or thing or committee suffered by the vendors to the contrary the vendors is lawfully rightfully and/or absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Banglow hereby sold, conveyed, transferred and assigned free from all encumbrances and liabilities whatsoever and that the vendor has full power and absolute and indefeasible right and authority to sell, convey, transfer and assign the said Banglow unto the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
- b) That it shall be lawful for Purchaser at all times hereafter peaceably and quietly to enter into and to hold occupy and enjoy the said Banglow and to receive rents issues and profits thereof without any hindrance interruption disturbance claim or demand whatsoever by the Vendor and/or any person or persons claiming any estate, right, title and interest from under through or in trust for the vendor and Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates title, charges encumbrances and liabilities whatsoever made upon done execute or occasioned by the vendor.
- c) The Vendor and all persons claiming any right, title or interest in the said Banglow through from under or in trust for the Vendor shall and will from time to time and at all

times hereafter upon every reasonable request and at the cost and expenses of the Purchaser make do acknowledge and execute or cause to be made done acknowledge and executed all such further acts, deeds, matters and things for further assuring the said flat and car parking space unto the Purchaser as may be required.

2. **THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :-**

- a) From and after the date of receipt delivery of possession of the said Banglow the Purchaser shall not be entitled for partition of the said flat and car parking space by metes and bounds.
- b) The Purchaser or their servants and agent shall not in any way obstruct or causes to be obstructed the common passages, landings area, nor store therein any rubbish or other materials goods of furniture's nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common conveniences of the said property be in any way prejudicially affected or vitiated.
- c) The Purchaser shall not allow any occupier of the sold Benglow to demolish or remove or caused to be demolished or removed any structure roofs, ceilings, walls, doors and windows in or about the said property **PROVIDED THAT** nothing herein contained prevent the Purchaser or the occupiers to decorate in the same good condition, state and other in which the same shall be delivered to her and shall abide by all laws, bye-laws, rules and regulations of the Government, Gram Panchayet and/or any other authorities and local body and shall attend, answer and be responsible for all deviations violations and breach of any of the conditions or laws or rules and regulations and shall observe and performs all the terms and conditions herein contained. The Purchaser shall not do any structural additions or alteration in the said flat and car parking space, or erect brick partitions.
- d) The purchaser shall not use the said Banglow any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other Banglow or to the owner or occupiers of adjoining or neighbouring properties nor shall use the same for commercial purpose.

- e) The Purchaser shall not throw or accumulate any dirt rubbish garbage refuse or permit the same to be thrown or allow the same to be accumulated in purchaser's premises or in the compound or any portion of the building and shall not right or burn coal, coke or charcoal in the common areas in the said premise.
- f) The Purchaser shall not install or affix any name plate, board or letter box at any place other than the place, specified for the purpose in the said building.
- g) Save and except in respect of the said banglow together with undivided proportionate share or interest in the land applicable to the said Banglow sold by the vendor/Vendor herein save and except the rights and benefits of the common parts the common easements, quasi-easements, benefits privileges and advantages appertaining, thereto to be covered or granted under these presents, the purchaser shall have no claim or right of any nature in other floor spaces of said Project .Purchaser will have no right upon the top floor roof of the said building and in future
- h) Until formation of a society or an association amongst the Purchaser as stated hereinafter shall permit the Vendor and/or the person or persons for the time being the management of the said building and its surveyors and agents with or without workmen and others at all reasonable time to enter and upon the said Banglow or any part thereof for the purpose of maintaining, rebuilding, clearing, freeing, closing, lighting and keeping in order and good condition all service drainage, pipes, cables water covers, gutters, wires, part structures belonging to or serving or used for the said building and also for the purposes of pulling done, maintaining, repairing and testing drainages gas and water pipes and electric wires and for similar and/or any other purpose.
- i) The Purchaser shall also pay his/her proportionate share for insurance of the building against earth quake, fire, mob damages and civil commotion.
- j) The Purchaser shall not keep or store in the said Banglow any inflammable or combustible articles such as explosives chemicals, films or any offensive articles such hide or manners or food grains or any other articles giving an offensive smell nor shall

the purchaser do anything which shall be constitute any nuisance or annoyance to the occupiers of the other Banglow, in the said building.

- i. The Allottee shall have exclusive ownership of the Bungalow;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii. That the computation of the price of the Bungalow includes recovery of price of land, construction of [not only the Bungalow but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Bungalow, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Bungalow and the Project;
- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his Bungalow /plot, as the case may be.

1.9. It is made clear by the Owner and the Allottee agrees that the Bungalow along with .....garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10. The Owner agrees to pay all outgoings before transferring the physical possession of the Bungalow to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Owner fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest



thereon before transferring the Bungalow to the Allottees, the Owner agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

**REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Owner hereby represents and warrants to the Allottee as follows :

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the requisite right to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Owner has lawful rights and requisite approvals from the competent Authority to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Bungalow;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Bungalow are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Bungalow and common areas ;
- (v) The Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Owner has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Bungalow which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Owner confirms that the Owner is not restricted in any manner whatsoever from selling the said Bungalow to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Bungalow to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Owner has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Bungalow, plot or building, as the case may be, along with common areas (equipped with all the specifications amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner in respect of the said Land and/or the Project.

**SCHEDULE- "A"**

**ALL THAT** pieces of parcels of contiguous and adjacent plots of Bastu land in a single compound containing an area more or less 204.50 Decimals comprised in L.R. Dag Nos. 11,12,13,14,19,20,21,110, in Mouza Uttar Kajirhat, J.L. No..... under Police Station Bishnupur in the jurisdiction of Rashpunja Gram Panchayat in the District of South 24 Parganas:

<b>R.S. Dag Number</b>	<b>L.R. Dag and Khatian Number</b>	<b>Area</b>
Dag No. 11	Dag No. 11 recorded in Khatian No. 1303	22.50
Dag No. 12	Dag No. 12 recorded in Khatian No. 1303	21.00
Dag No. 13	Dag No. 13 recorded in Khatian No. 1303	19.60
Dag No. 14	Dag No. 14 recorded in Khatian No.1303	16.20
Dag No. 20	Dag No. 20 recorded in Khatian No. 1303	10.50
Dag No. 21	Dag No. 21 recorded in Khatian No. 1303	82.03
Dag No. 110	Dag No. 110 recorded in Khatian No.1303	20.37
	Total	204.50

**And butted and bounded as follows:**

On the North :

On the South :

On the East :

On the West :

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

(The Owner share in the said property as mentioned in the First Schedule)

**SCHEDULE -B  
(DESIGNATED UNIT)**

ALL THAT the Bungalow being Unit No. ....-....., containing a carpet area of ..... Square feet more or less along with balcony area of \_\_\_\_\_ Square feet more or less and a total built-up area of Unit (i.e. Carpet Area + Balcony Area+ External Walls of the Unit and share of Common External Walls) of .....Square feet and a total standard built-up area ( i.e. Built up area + proportionate share of common area) of \_\_\_\_\_ square feet more or less on the Ground floor and First floor of the Block \_\_\_\_\_ of the Building Complex namely Ruby-Gems City at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in "RED".

**THE THIRD SCHEDULE ABOVE REFERRED TO**

1. Path and passages for egress and ingress from and to the said Project
2. Common passage.
3. Boundary wall.
4. Drainage.
5. Sewars

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

1. The expenses of service tax, administration, maintenance, repair replacement of the common parts and equipments and accessories common areas and facilities including white washing painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircase, the landings, the gutters, motor pumps, water and electric wiring and installation, sewers, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser, co-purchaser, or other occupants.

2. The costs of cleaning, maintaining and lighting the main entrance passage, landings, staircases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. The salaries of manager, clerks, durwans, pump operator, plumbing, electricians, sweepers etc.
4. The costs of working repairs, replacement and maintenance pumps and other plumbing works including all other service charges for services rendered in common to all occupiers.
5. Municipal and other taxes both owners and occupiers and other outgoings etc including service taxes.
6. Insurance of the building against earthquake, fire mob, damages and civil commotion etc.
7. All electricity charges payable in common for the common portions of the said building.
8. Such other expenses including printing and stationary as also all litigations expenses incurred in respect of any dispute with Corporation of Calcutta Improvement Trust other local authority, Government Insurance Company or any other persons in relation to or as may be deemed by the Owner, or any ad-hoc Committee Association of occupiers to be necessary or including to the maintenance and upkeep of the said building.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

**BY THE VENDOR HERETO AT KOLKATA**

in presence of : –

**WITNESSES :**

1.

2.

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**SIGNATURE OF THE VENDOR**

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**SIGNATURE OF THE PURCHASER**

– :: MEMO OF CONSIDERATION :: –

**RECEIVED** of and from the within named Purchaser the within mentioned sum of **Rs .....**- (**Rupees .....**) **only** from the within mentioned Purchaser

**Total** **Rs .....**  
**/- (Rupees .....) only**

**WITNESS :**

- 1.
  
  
- 2.

\_\_\_\_\_  
**SIGNATURE OF THE VENDOR**

**Drafted by me :**

**Advocate**