

THIS INDENTURE OF CONVEYANCE made this the ____ day of _____, Two Thousand and Twenty (2020), B E T W E E N **1. SRI SWAPAN GUPTA (PAN – AGWPG5229K)**, son of Late Rabindra Lal Gupta residing at 63A, Shyampukur Street, Kolkata-700004, Post Office Shyambazar, Police Station Shyampukur, **(2) SMT. RUPA SARKAR (PAN –CSFPS5450R)**, wife of Sri Sujit Kumar Sarkar, residing at 64 C, Shyampukur Street, Kolkata-700004 Post Office Shyambazar Police Station Shyampukur and **(3). SMT. RUNA ROY (PAN –ANCPR0270J)** wife of Sri Amitabha Roy residing at 22/F, Shankar Ghosh Lane, Kolkata-700006 Post Office Beadon Street, Police Station-Amherst Street hereinafter referred to as the VENDORS (which term or expression shall unless excluded by and / or repugnant to the subject or context herein be deemed to mean and include his e heirs , executors, administrators and assigns) of the **FIRST PART**

= A N D =

GANAPATI VILLA MANSION PVT. LTD. a company is incorporated under the Companies Act, 1956 and governed by the provisions of Companies Act, 2013, having its registered office at 2A, Ganesh Chandra Avenue, Commerce House, 4th Floor, Room no-10 & 11, Kolkata-700013 (PAN AACCG1608B) represented by its authorized signatory Sri Sanjay Kumar Gupta son of Late Panna Lal Gupta, by faith Hindu, by nationality Indian, by occupation Business of 37, Hem Chandra Naskar Road, Kolkata-700010 (PAN- AHIPG6823A) hereinafter referred to as the PROMOTER which expression shall include its successors and assigns and/or assigns of the **SECOND PART**

AND

_____, son/daughter of _____, by faith Hindu, by nationality Indian, by occupation _____, aged about _____, residing at _____ (PAN _____) hereinafter referred to as the **ALLOTTEE/PURCHASER**, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

WHEREAS:

In these presents for proper clarification and understanding the following terms which have been used for several times number of times unless it is repugnant to or inconsistent with following expressions shall always mean and include:

1. **Association:** Association of Allottees in the Project /Building duly formed by Promoter under West Bengal Apartment Ownership Act 1972 & Rules thereunder
2. **Built Up Area** shall mean the carpet area which shall include areas covered by internal partition walls of an apartment plus 100% of the external walls which are not shared with any other Apartment plus 50% of the external walls which are shared with adjacent Apartment and includes area of exclusive balcony, terrace if any.
3. **Carpet Area** shall mean the net useable floor area of an apartment excluding the areas covered by external walls but includes areas covered by internal partition walls of an apartment, exclusive balcony, and terrace if any.

4. **Common Areas** shall mean and include the areas as mentioned in Part I of Third Schedule hereunder
5. **Common Facilities & Amenities** shall mean and include the areas, facilities and amenities as mentioned in Part II of Third Schedule hereunder
6. **Common Maintenance Expenses** shall mean and include all expenses that shall be required to be defrayed for maintenance, upkeep, management and administration of all Common Areas and Common Facilities & Amenities and for rendering common services common in nature to the Allottee as mentioned in Fourth Schedule hereunder but not limited to the items mentioned therein and other expenses for Common Purpose to be borne, paid and contributed by Allottee
7. **Common Purpose** shall mean and include all matters of common interest for the Allottee and other Allottee(s) /residents in the Project and matters relating to mutual rights and obligations for beneficial use and enjoyment of Apartments by the Allottee(s) /residents in the Project
8. **PLAN** means Building Plan/Permit bearing No. 2019020013 dated 21-12-2019 as sanctioned by Kolkata Municipal Corporation for construction of Ground Plus Four Storied Building consisting independent residential apartments and Car Parking Spaces both open and covered within the Project and shall include modifications and/or alterations and/or revisions thereto including changes in internal lay outs with the approval of competent authority and in accordance with relevant Act & Rules thereunder.

9. **Project** shall mean and include Ground Plus Four Storied Building consisting independent residential apartments and Car Parking Spaces both open and covered and Common Areas and Common Facilities & Amenities constructed by the Promoter in the Said Property

10. **Rules** shall mean and include the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

11. **Regulations** shall mean and include the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

12) **Said Property** shall mean All That property containing piece and parcel of land measuring an area of 2 cottahs 13 chittaks and 6 square feet more or less together with a two storied brick built building erected thereon and comprised in municipal premises no. . 63A Shyampukur Street, Police Station- Shyampukur, within Municipal Ward No. 10 , Kolkata – 700 004 described in First Schedule hereunder

13). **Said Share** shall mean proportionate, undivided, indivisible impartiable share in the land and Common Areas and Common Facilities & Amenities in the Project attributable to the Apartment to be purchased by Allottee by these presents

14). **Said Apartment** shall mean Apartment No. _____ on the _____ floor of the Project having Carpet Area of _____ square feet more or less [Built Up area _____ of _____ square feet more or less and Super Built Up area

_____ of _____ square feet more or less] as described in Part I of Second Schedule hereunder Together with proportionate, undivided, indivisible impartiable share in the land in Said Property as described in described in First Schedule attributable to the Apartment hereunder Together with proportionate, undivided, indivisible impartiable share in Common Areas and Common Facilities & Amenities in the Project attributable to the Apartment as described in Third Schedule hereunder Together with right to park _____ medium sized car being no. _____ within the said Project as as described in Part II of Second Schedule hereunder

15. **Section** means a section of the West Bengal Housing Industry Regulation Act, 2017.

AND W H E R E A S

A). By and under Indenture dated 23rd. May 1908 registered with Sub Registrar Calcutta in Book No. I Volume No.59 Pages 180 to 194 Being No. 1678 for the year 1908 one Sri Kedar Nath Gupta acquired and purchased the freehold right title and interest in the property comprising piece and parcel of land measuring 8(eight) cottahs more or less with two storied brick built building erected on a portion of said land and situate at premises no. 63, Shyampukur Street, Calcutta.

B). The said property comprised in premises no. 63, Shyampukur Street, Calcutta was subsequently divided into two separate and independent properties and separately assessed in the municipal records as premises no. 63A and 63B Shyampukur Street,

Calcutta and the owner Sri Kedar Nath Gupta was seized and possessed of the both the above properties and/or premises;

C). While being seized and possessed of said premises nos. 63A and 63B Shyampukur Street, Calcutta the said Sri Kedar Nath Gupta died on 10 April 1927 having duly made and published his Will dated 21 March 1927 whereby he appointed his son Kamakhya Nath Gupta as Executor of the said Will and bequeathed the above said property to his wife Kailash Kamini Debi for her lifetime and thereafter to his son Kamakhya Nath Gupta

D). The said Kamakhya Nath Gupta as Executor duly obtained probate of the Will of Sri Kedar Nath Gupta from the High Court of Judicature at Fort William on 4 June 1927.

E). Kailash Kamini Debi wife of Sri Kedar Nath Gupta and mother of Kamakhya Nath Gupta died on 12 April 1940 and on her demise the said properties at premises nos. 63A and 63B Shyampukur Street, Calcutta devolved absolutely upon Kamakhya Nath Gupta

F). While being absolutely seized and possessed of said two several properties being premises nos. 63A and 63B Shyampukur Street, Calcutta the said Kamakhya Nath Gupta executed Indenture dated 19 September 1953 and registered with Registrar of Assurances Calcutta in Book No. I Volume No.104 Pages 59 to 64 Being No. 3906 for the year 1953 (hereinafter referred to as said Trust Deed) whereby the said Kamakhya Nath Gupta transferred the property comprised in premises no. 63A Shyampukur Street, Calcutta containing a two storied brick built building together with piece and parcel of land belonging thereto and forming part of said premises measuring

an area of 2 cottahs 13 chittaks and 6 square feet more or less, to and in his favor as Trustee to be held by him on Trust for the benefit of his younger brother Gour Mohan Gupta

G). In terms of the provisions contained in said Trust Deed the said trust created thereby was directed to terminate on the demise of both Kamakhya Nath Gupta, and his younger brother Gour Mohan Gupta and on termination of said trust the said property at premises no. 63A Shyampukur Street, Calcutta was directed to devolve upon absolutely on Rabindra Lal Gupta son of Gour Mohan Gupta.

H). The said Kamakhya Nath Gupta, and Gour Mohan Gupta died in successive points of time and the freehold title to said premises no. 63A Shyampukur Street, Calcutta devolved absolutely upon Rabindra Lal Gupta

I). The wife of Rabindra Lal Gupta, Srimati Chabi Gupta died intestate on 22 December 1994 and Sri Rabindra Lal Gupta died intestate on 6 August 1998 and the said Rabindra Lal Gupta and his wife Srimati Chabi Gupta were succeeded by their only son Sri Swapan Gupta and two married daughters, Smt. Rupa Sarkar and Smt. Runa Roy as their heirs and successors under the law

J). In the aforesaid facts and course of events the freehold title to the said premises no. 63A Shyampukur Street, Calcutta was jointly inherited by and devolved upon Sri Swapan Gupta, Smt. Rupa Sarkar and Smt. Runa Roy, being the Vendors herein;

K). The Promoter herein is engaged in the business of development of real estate projects for a long time and has acquired considerable skill, expertise and reputation for undertaking and successful performance in the field of real estate developments;

L). The Vendors and Promoter have entered into Development Agreement dated 03-August-2018 registered in the Office of the Additional Registrar of Assurances -II Kolkata and recorded in Book I, Volume No. 1902-2018 Pages 102031 to 102077 being Deed No. 2885 for the year 2018("Development Agreement") for development of Said Property described in First Schedule hereunder by constructing a Ground Plus Four Storied Building consisting independent residential apartments and Car Parking Spaces both open and covered and Common Areas and Common Facilities & Amenities constructed by the Promoter in the Said Property (Project)

M). The Vendors herein have further executed a Development Power of Attorney dated 04-Aug-2018 registered with Additional Registrar of Assurances II Kolkata in Book I, Volume No. 1903-2018 Pages 136141 to 136172 being Deed No. 190304810 for the year 2018 authorizing the Promoter to undertake development work of Said Property and to execute sale agreements/sale/conveyance deeds in respect of allotted apartments /portions/share of Promoter in the project in favor of prospective buyers of residential apartments and exclusively realize sale consideration for the same.

N). The Promoter has caused to be sanctioned by the Kolkata Municipal Corporation a plan, vide Building Permit No. 2019020013 dated 21-12-2019 for construction of the Project.

O). The Promoter is authorized to cause sale of Said Apartment through the Vendors and to confirm the said sale as promoter in terms of the Development Agreement and realize full price thereof from ALLOTTEE/PURCHASER

P). By Agreement for Sale dated _____ executed between the Promoter and the Allottee the Promoter agreed to cause sale and Allottee agreed to purchase Said Apartment described in Part I of First Schedule hereunder and Car Parking Space described in Part II of Second Schedule hereunder at and for a price of Rs. _____ (Rupees _____) only. The Vendors herein hereby as owners of Said Property hereby agree to execute these presents for effecting sale of Said Apartment and Car Parking Space unto and in favor of the Allottee/Purchaser in terms of above agreement.

Q). The promoter has since completed the Project in accordance with the Plan and obtained Completion Certificate dated _____ issued by Kolkata Municipal Corporation

R). At or before execution of these presents the ALLOTTEE/PURCHASER has taken inspection of documents of title and other relevant papers, caused investigation and satisfied itself with regard to the following:

a). The marketable freehold title of the vendors to the Said Property including Said Apartment and the authority of Promoter to cause sale of the same to the ALLOTTEE/PURCHASER .

b). PLAN & Completion Certificate

- c). Structural stability of the building & other constructions in the Project and the workmanship, quality of materials, fixture and fittings used in the Project and Said Apartment
- d). Carpet area and built up area of the Said Apartment
- e). location of Car Parking Space (if any)
- f). Common Areas, Facilities and Amenities in the Project including the materials, fixture & fittings and equipments used/installed therein

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. _____ (Rupees _____) only of the true and lawful money of the Union of India in hand to the Promoter paid by the Allottee/Purchaser at or before the execution of these presents (the receipt whereof the Promoter doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the same doth hereby acquit, release and forever discharge the purchaser as well ALL THAT the **SAID APARTMENT** described in Part I of Second Schedule below more fully shown delineated in the plan or map annexed hereto bordered in R E D TOGETHER WITH undivided proportionate and indivisible share of right title and interest on land at the Said Property described in First Schedule as attributable to the Said Apartment and TOGETHER WITH the right to park one Car in Car Parking space (if any) in the ground floor level as described in Part II of Second Schedule more fully shown delineated in the plan or map annexed hereto bordered in GREEN TOGETHER WITH undivided proportionate and indivisible share in the Common Areas, Facilities and Amenities in the

Project as attributable to the Said Apartment to be enjoyed in common with Vendor, Promoter and the owners and occupants of other apartments/units in the Project absolutely and forever free from all encumbrances, charges, attachments and lien AND TOGETHER WITH all easements, quasi easements, benefits and liberties in connection with free and beneficial use and enjoyment of Said Apartment TO HAVE AND TO HOLD the Said Apartment and Car Parking space (if any) hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the ALLOTTEE/PURCHASER absolutely and forever SUBJECT HOWEVER to the covenants and terms hereinafter contained to be observed and fulfilled by the ALLOTTEE/PURCHASER AND payment of Common Maintenance Expenses and other outgoings in respect of Common Areas, Facilities and Amenities in the Project

II. AND THE VENDORS AND PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER AS FOLLOWS:

1. That notwithstanding any act deed matter assurance or thing whatsoever by the vendor made done executed occasioned or suffered to the contrary the Vendors and the Promoter are now lawfully rightfully and absolutely seized and possessed or otherwise well and sufficiently entitled to all that the Said Apartment hereby grant, sold, transferred, conveyed, assigned and assured or expressed intended so to be unto and to the use of the Allottee/Purchaser for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of hindrance, lawful eviction interruption claim or demand whatsoever from or by the Vendors and the Promoter or any person or persons on their behalf

2. The Vendors and the Promoter further assures by these presents that the Allottee/Purchaser shall and may from time to time and all times her after peaceably and quietly possess and enjoy the Said Apartment hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be into and to the use of the Allottee/Purchaser in manner aforesaid and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors and the Promoter or any person or persons lawful or equitably claiming or to claim from under or in trust for the Vendors and the Promoter and that free and clear and freely and clearly and absolutely acquired exonerated discharged or otherwise by the Vendors and the Promoter well and sufficiently saved defendant kept harmless and indemnified of from and against all and all manner of former or otherwise estate right title lease, executions, lispendenses claims, demands and encumbrances whatsoever made done occasional or suffered by the vendor or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the vendor

3. That the Vendors and the Promoter and all persons having or lawfully claiming any estate right, title, interest whatsoever in the Said Apartment hereby sold, granted, transferred conveyed assigned and assured or any part thereof from under or in trust for the Vendors and the Promoter shall and will from time to time and at all times hereafter at the request and costs of the purchaser do an execute all such acts, deeds, matters assurance and things whatsoever for further better or more perfect fully and effectually granting transferring conveying assigning and assuring the Said Apartment hereby sold, granted, transferred, conveyed, assigned assured and confirmed and every part thereof

unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required

AND THAT THE Allottee/Purchaser doth hereby covenant with the Vendors and the Promoter as follows:

- a). That the Allottee/Purchaser shall properly maintain the Said Apartment hereby sold in good state of repair and shall keep the same in good condition and shall not do or cause to do any act which might cause any danger and/or prejudicially affect the structure of the Building/Project and other apartments and units in the Project and/or any common portions and facilities/amenities installed in the Project;
- c). That the Allottee/Purchaser shall give reasonable access to the Said Apartment and otherwise co-operate with other occupants and owners of apartments/units in the Project for effecting repair and maintenance work as may be necessary
- d). That the Allottee/Purchaser shall not be permitted to make any structural addition or alteration in the Said Apartment
- e). That the Allottee/Purchaser shall be entitled to use and enjoy the common portions and amenities in the Project as attributable to the Said Flat
- f). That the Allottee/Purchaser shall bear and pay to the maintenance agency appointed by Promoter or the Association of owners/occupants in Project as and when formed the proportionate common expenses of the Project as attributable to the Said Apartment and proportionate share of the property taxes and other statutory levies

relating to the Project and for Said Apartment until separation and mutation is effected in respect of the Said Apartment and separate assessment is made thereby

g). That the Allottee/Purchaser will be entitled to separate supply of electricity in the Said Apartment through separate electric meter connected by CESC and costs for obtaining separate electricity supply to Said Apartment shall be borne by Allottee/Purchaser,

h). The Allottee/Purchaser shall not be entitled to change the external paint, façade and design of the Said Apartment

i). That the Allottee/Purchaser shall not use the Said Apartment for non-residential purpose or carry on any unlawful trade or business in the Said Apartment

j). That the Allottee/Purchaser shall not use and/or store or dump any waste material on any common portion of Project/Building/Said Property

k). That the Purchaser shall not cause any disturbance or nuisance to the occupants of other apartments/units in the Project/Building/Said Property

l) The Promoter shall have the right to construct additional floor(s) and make other constructions in the Project subject to approval/sanction of appropriate Building Plan by the municipal authority.

m). The Developer shall have the right use the other flats in the premises/ building as commercial or non residential purpose for which the Purchaser shall not raise any objection.

AND IT IS HEREBY AGREED BY THE PROMOTER AND ALLOTTEE/PURCHASER AS FOLLOWS:

A). That the Promoter shall initiate necessary steps to form an Association of Owners under the West Bengal Apartment Ownership Act or appropriate body/association in accordance with law within a reasonable time and upon intimation being given by Promoter for that purpose the Allottee/Purchaser shall duly co-operate with Promoter and other apartment/unit owners and/or vendors or their successors in title for formation of Association and observe/comply with all necessary formalities as required to be done by Allottee/Purchaser and further the Allottee/Purchaser shall bear proportionate costs determined by Promoter for formation of such Association;

B). On formation of such Association the Promoter will hand over documents of title and other relevant papers in connection with the Project to the office bearers of the association

C). Until formation of association the Promoter shall be permitted to appoint a maintenance agency for the Project and the Allottee/Purchaser shall duly co-operate with the maintenance agency regarding common use and enjoyment of Common Areas and Facilities and Amenities in the Project and comply with the House Rules formed for the said purpose for all owners/occupants by the Promoter and the Allottee/Purchaser shall pay the Common Expenses to maintenance agency on or before stipulated dates every month or on requisition

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT All That property containing piece and parcel of land measuring an area of 2 cottahs 13 chittaks and 6 square feet more or less together with a two storied brick built building erected thereon and comprised in municipal premises no. . 63A Shyampukur Street, Police Station- Shyampukur, within Municipal Ward No. _____ Kolkata – 700 004.The said land and building are butted and bounded by –

ON THE NORTH: :

ON THE EAST: :

ON THE SOUTH: :

ON THE WEST: :

SECOND SCHEDULE BOVE REFERRED TO

Part I

Apartment No. _____ on the _____ floor of the Project having Carpet Area of _____ square feet more or less [Built Up area _____ of _____ square feet more or less and Super Built Up area _____ of _____ square feet more or less] Together with proportionate, undivided, indivisible impartible share in the land in Said Property as described in described in First Schedule attributable to the Apartment hereunder Together with proportionate, undivided, indivisible impartible share in Common Areas and Common Facilities & Amenities in the Project attributable to the Apartment as described in Third Schedule hereunder

Part II

Right to park _____ medium sized car parking space (if any) being no. _____ within the said Project

THIRD SCHEDULE ABOVE REFERRED TO

SCHEDULE OF COMMON AREAS & AMENITIES

1. Entrance and exit passage/path to and from the building property
2. Staircase, lobby and landing(s)
3. Roof/Terrace
4. Underground & Overhead water reservoir(s)
5. Motor Pump
6. Electric Meter Room & Common Area Lightings
7. Electric Wirings, Distribution Boxes and other fittings in common areas
8. Plumbing pipes and water supply system/pipes in common areas including underground water supply pipes/ lines
9. Drain water and sewerage pipes including underground sewerage lines
10. Lift with lift well machine(s) and lift room
11. Fire Fighting Equipment Plant & Machinery

FOURTH SCHEDULE ABOVE REFERRED TO

Common Expenses

THE FIFTH SCHEDULE above referred to:

(Common Rights of the Purchaser)

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said Flat or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Vendor the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the sixth Schedule hereto.
2. The right of access in common with the Vendor and/or other occupiers of the said building at all times and for all normal domestic purposes connected with the use and enjoyment of the compound including passages, staircase, landings, lift, roof/terrace on the topmost level..
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the driveway and path ways comprised within the said building and land PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser and/or its servants, agents and employees, invitees and customers to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the

free passage of other person or persons including the Vendor properly entitled to such rights of way as aforesaid along such driveway and pathways as aforesaid.

4. The right of protection of the said flat by or from all parts of the said building so far as they now protect the said flat.
5. The right of passage in common as aforesaid of gas, electricity, water and soil from and to the said Flat through pipes, drains, wires and conduits lying or being in under through or over the said building and premises so far as may be reasonably necessary for the beneficial occupation of the said Flat for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the said building and land for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any part or parts of the said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving forty-eight hours previous notice in writing of its intention so to enter to the Vendor and/or other person or persons properly entitled to the same.

Witnesses :

1.

SIGNED & DELIVERED by the

Vendor through

in presence of :-

SIGNED & DELIVERED by the

Purchaser in presence of :-

SIGNED & DELIVERED by the

PROMOTER in presence of :-