

DEED OF CONVEYANCE

This Deed of Conveyance is executed at _____ on this ____ day of _____, Two Thousand and _____ .

BY AND BETWEEN

M/S ANKUR NIRMAN PRIVATE LIMITED (PAN NO. AAGCA 3994G), a company incorporated under Companies Act, 1956 and having its registered office at No. 10, Civil Row, 2nd Floor, Room No. 206/4, Police Station Burrabazar, Post Office G.P.O., Kolkata 700 001, represented by its Directors/Authorized Signatory, _____ (PAN _____), son of _____, residing at _____, duly authorized vide board resolution dated _____, hereinafter referred to as "**DEVELOPER/PROMOTER**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partner and partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors, representatives, and administrator of the last surviving partner and his/her/their assigns) of the **FIRST PART**.

AND

M/S GAUTAM CONSTRUCTION COMPANY PRIVATE LIMITED (PAN NO. AABCG 2187Q), a company incorporated under the Companies Act, 1956, and having its registered office at No. 9/1, Old Post Office Street, Ground Floor, Police Station Hare Street, Post Office New Secretariat, Calcutta 700 001, represented by _____, _____ (PAN _____), son of _____, residing at _____, duly authorized vide _____ dated _____, hereinafter referred to as "**OWNER/VENDOR**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partner and partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors, representatives, and administrator of the last surviving partner and his/her/their assigns) of the **SECOND PART**.

AND

[If the Buyer is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office _____ at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**BUYER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the “**BUYER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is a LLP]

_____(LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____,

hereinafter referred to as the “**BUYER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**BUYER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**BUYER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). being party of the **THIRD PART**:

[Please insert details of other buyer(s), in case of more than one buyer]

All the parties to this Deed of Conveyance being **DEVELOPER/PROMOTER, OWNER/VENDOR** and **BUYER** are hereinafter collectively referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

The terms **DEVELOPER/PROMOTER** and **OWNER/VENDOR** shall mean the Transferor and the term **BUYER** shall mean the Transferee.

W H E R E A S :

- A. That the Owner/Vendor herein is the absolute owner and possessor of the land being **ALL THAT** piece and parcel of revenue free khas mahal land measuring 12 (Twelve) Kathas and 10 (Ten) Chataks, be a little more or less, together with structure measuring about 1000 Squire Feet lying and situate at being Lands No. 24, Deodar Street, Police Station - Ballygunge, KMC Ward No. 69, Post Office - Ballygunge, Kolkata - 700 019 being Holding No. 41 and 328, lying and situated under Mouza - Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division VI, Sub-Division "O", Registry Office at the then Sealdah now District Sub Registrar and Additional District Sub Registrar Alipore, in the District of now South 24 Parganas having Assessee No. 110691602515 under KMC Ward No. 69, hereinafter referred to as the said "**LAND**" which morefully and particularly mentioned and described in the "**SCHEDULE A**" hereunder written and demarcated in the lay out plan annexed hereto and marked as "**ANNEXURE - A**", which was duly purchased by the Owner/Vendor vide Deed of Conveyance dated 20th May, 2011 registered before DSR - III, Alipore and duly recorded in Book No. 1, CD Volume No 8, Pages 1353 to 1368, Being No. 03908 for the year 2011.
- B. The Owner/Vendor herein thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Land, free from all encumbrances, lien, lispence and attachment, intent to develop the said Land and the Developer/Promoter herein with the intent of undertaking the development of the said Land after being fully satisfied about its marketable title, the Owner/Vendor and the Developer/Promoter had entered into a Development Agreement dated 11th March, 2016, duly registered in the Office of the D. S. R. - III, South 24 Parganas, Alipore, registered in Book No. 1, Volume No 1603 - 2016, Pages 40331 to 40389, Being No. 160301248, in the year 2016, whereby the Owner/Vendor granted the exclusive right of development in respect of the said Land unto and in favour of the Developer/Promoter herein for the consideration and subject to the terms and

conditions contained and recorded in the said Agreement, hereinafter referred to as the **“DEVELOPMENT AGREEMENT”**.

- C. In pursuance of the said Development Agreement the Owner/ Vendor and the Developer/Promoter had entered into a Power under Development Agreement dated 17th March, 2016, duly registered in the Office of the D. S. R. – III, South 24 Parganas, Alipore, registered in Book No. 1, Volume No 1603 - 2016, Pages 48078 to 48106, Being No. 160301455 in the year 2016 hereinafter referred to as the **“DEVELOPMENT POWER”**.
- D. That the recitals and particulars of the said **“SCHEDULE A”** i.e. the said Land herein under morefully and particularly mentioned and described in the **“SCHEDULE I”**.
- E. In pursuance of the said Development Agreement the Developer/ Promoter caused a map or plan to be sanctioned by Kolkata Municipal Corporation being Building Permit No. 2018080004 dated 18. 04. 2018, hereinafter referred to as the **“PLAN”** (the expression plan shall mean and include all modifications and/or alterations made thereto from time to time) whereby the Developer/Promoter became entitled to construct erect and complete a new building at the said Land comprising of Ground and 11 upper floors containing self contained single Apartment in each floors comprises with 11 multi storied residential apartments with multi facilities, hereinafter referred to as the said **“BUILDING”** and No-Objection Certificate dated 23rd June, 2016 has been obtained from the Urban Land Ceiling and Regulation Authority in regard to develop the said Project.
- F. The Developer/Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .
- G. The Developer/Promoter has commenced the work of construction of the building at the said Land in accordance with the said Plan.
- H. In terms of the said Development Agreement it has been agreed between the Owner/Vendor and the Developer/Promoter that the

total built up area of the Building comprises with 11 Apartments/ Units, roof and/or constructed spaces of the Building to be constructed on the said Land TOGETHER WITH the share in the same proportion in car parking spaces AND TOGETHER WITH the undivided proportionate impartible part or share in the said Land attributed thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities in the said Building along with the said Land will be shared by and between the Owner/Vendor and the Developer/Promoter in a manner whereby the Owner/Vendor shall be entitled to 51% of the total built up area and the Developer/Promoter shall be entitled to the remaining 49% of the total built up area respectively.

- I. The Buyer, after satisfying himself/herself/itself/ themselves about the title of land, the rights of the Developer/Promoter and after inspection of the Plan designs and specifications prepared by the Developer/Promoter's Architects and sanctioned by the competent authorities in respect of the said Project and all other permissions necessary for construction and development of the Project, had applied for an apartment in the Project vide application dated _____ and has been allotted the apartment measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. _____ on _____ floor in the Building together with the right to use _____ nos. Open/Covered/Mechanical Car Parking Space (dependent/independent) on the _____ level of the Building/Project TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Building and the right to use the common areas/common parts and facilities in common more fully and particularly mentioned and described in the **SCHEDULE B** hereunder written and demarcated in the lay out plan annexed hereto and marked **Annexure-B** AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath the said building appurtenant thereto more fully and particularly mentioned and described in the **SCHEDULE A** hereunder written AND TOGETHER WITH all easement rights over all common portions in the said entire land and building hereinafter referred to as the said "**APARTMENT**" for which the Developer/Promoter and

the Owner/Vendor have agreed to sell and transfer, free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever for the consideration unto and in favour of the Buyer for the consideration and subject to the terms and conditions hereinafter appearing.

- J. That by a Agreement for Sale dated _____ the Developer/Promoter and the Owner/Vendor have entered into a Sale Agreement with the Buyer herein for sale/allotment of a Residential Apartment more fully and particularly mentioned and described in the **SCHEDULE B** herein under and by executing and registering this Deed of Conveyance the Developer/Promoter and Owner/Vendor is conveying/transferring/selling the said "Apartment" in favour of the Buyer forever and absolutely more fully and particularly mentioned and described in the **SCHEDULE B** herein under.
- K. The Buyer prior to the execution of this Deed of Conveyance already inspected and fully satisfied about the physical nature and measurement of the said entire land including divided and demarcated portion of the same as well as the said Building and/or Project along with its all amenities.
- L. The Buyer prior to the execution of this Deed of Conveyance already examined and satisfied about the title deeds, various plans including building plan and all other relevant and necessary documents and has also made all essential and appropriate enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the said Project/Buildings/ Apartments and after been satisfied about the same entering into this agreement and have no objection thereof.
- M. The Buyer has carefully inspected, considered and scrutinized the title of the Developer/Promoter herein including the aforementioned title documents, various plans and all other relevant and pertinent documents thereof and Buyer with full knowledge of its actual status and conditions accepts the title and further agrees, assures and covenants not to raise any objection thereto and/or make any

requisitions in connection therewith after entering this Deed of Conveyance.

- N. The Buyer has, prior to the date hereof, examined the copy of the WBHIRA Certificate and has caused the WBHIRA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Buyer has agreed and consented to the development of the Real Estate Project on the said Lands. The Buyer has also examined all documents and information uploaded by the Developer/Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.
- O. The Parties have gone through all the terms & conditions set out in this Deed of Conveyance and understood the mutual rights and obligations detailed herein and competent to sign the same.
- P. The Parties hereby confirm that they are signing this Deed of Conveyance with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the said Project.
- Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed of Conveyance and all applicable laws, are now willing to enter into this Deed of Conveyance on the terms and conditions appearing hereinafter.
- R. That in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties herein, the Owner/Vendor and Developer/Promoter hereby agrees to sell and the Buyer hereby agrees to purchase the said Apartment more fully and particularly mentioned and described in the **SCHEDULE B** herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the **SCHEDULE A** hereunder written with all easement rights over all common portions in the said Building and Land.

S. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed of Conveyance and all applicable laws, are now willing to enter into this Deed of Conveyance on the terms and conditions appearing hereinafter and the parties herein are desirous of recording the same, in writing.

NOW THEREFORE in furtherance to receipt of the Sale Consideration, the Parties are executing this Deed of Conveyance for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space (if any), absolutely and forever, in favour of the Buyer on the terms and conditions mutually agreed by and between the Parties and contained in this Deed of Conveyance.

1. DEFINITIONS AND INTERPRETATIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- 1.1. **“ACT”** means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- 1.2. **“AGREEMENT”** shall mean this Agreement for Sale together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof.
- 1.3. **“APPROVALS”** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project
- 1.4. **“ADVOCATES”** shall mean Mr. Champak Ghosh and Mrs. Mitusree Boral Ghosh, Solicitors & Advocates of Calcutta High Court, Kolkata 700 001 appointed by the Developer/Promoter and Owner/Vendor herein, inter alia, for preparation of this agreement and the sale deed for transfer of the said Apartment/Unit.

- 1.5. **“ARCHITECT”** shall mean the Architect appointed or to be appointed from time to time by Developer/Promoter for the purpose of planning, designing and supervision of the construction of the Project.
- 1.6. **“ALLOTMENT/BOOKING”** shall mean the provisional Allotment/Booking letter issued by the parties of this Deed of Conveyance in respect of the said Apartment.
- 1.7. **“APARTMENT”** whether called dwelling unit, flat, office, chamber, showroom, shop, godown, Lands, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in the building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;
- 1.8. **“ALLOTTEE”** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer/Promoter , and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- 1.9. **“APPLICABLE LAWS”** shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Apartment/Building/Project ;
- 1.10. **“APPLICABLE TAXES”** shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;

- 1.11. **“ASSOCIATION OF BUYERS”** shall mean the condominium / association of the buyers / apartment owners in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- 1.12. **“BUYER”** in relation to this real estate project, means the person/persons who buy/purchase apartment/apartments or building or part of the building, as the case may be or to whom a apartment/ apartments or building, as the case may be, has been sold (whether as freehold or leasehold) or otherwise transferred by the Owner/Vendor and/or Developer/Promoter, and includes the person who subsequently acquires the said apartment/apartments or building through sale, transfer or otherwise but does not include a person to whom such apartment or building, as the case may be, is given on rent;
- 1.13. **“BUILDING”** shall mean the Building to be constructed by the Developer/Promoter at the said Land in accordance with the Plan being a multi storied multi facility residential building of G + 11 floors containing self contained single Apartment in each floors which includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes which comprises of 11 self-contained Apartments /Units and/or constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership/exclusive basis.
- 1.14. **“BUILT UP AREA”** shall mean and include the aggregate of the Carpet Area, Balcony Area and the External Wall/Column Area.
- 1.15. **“CARPET AREA”** shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment.
- 1.16. **“COMMON MAINTENANCE EXPENSES”** shall mean and include all expenses for the maintenance, management, upkeep

and administration of the common areas/common parts and facilities and for rendition of services in common to the owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed borne paid and shared by the owners/occupiers relating to the Project including those mentioned in **SCHEDULE F** hereto.

- 1.17. **“COMMON PURPOSES”** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Owner/Vendor, Developer/Promoter and/or Buyer and/or all owners/occupiers of the respective Apartments/Units and all other purposes or matters in which Association and Occupants have common interest relating to the building in the project.
- 1.18. **“COMMON AREAS/Common parts and facilities”** shall mean common areas of the Project including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker’s room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, pump motors and its installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE E** hereunder.
- 1.19. **“COMMON ROOF”** shall mean a part or portion of the ultimate roof as may be determined by the Developer/Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the building situated at the said Land and shall also include demarcated portion of the roof of the podium as well.

- 1.20. **“COMPETENT AUTHORITY”** means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;
- 1.21. **“INTERNAL DEVELOPMENT WORKS”** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per plans;
- 1.22. **“LICENCES”** shall mean and include all licenses consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project;
- 1.23. **“MAINTENANCE AGENCY”** shall mean either the Promoters themselves or the Association of Buyers or any third party employed/ hired by the Promoters / Association of Buyers carrying out the maintenance services in the Real Estate Project;
- 1.24. **“OCCUPANCY CERTIFICATE”** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Apartment Owner to take possession of the Apartment intended to be acquired by the Purchaser/Allottee;
- 1.25. **“PARKING SPACE”** shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement (if any), ground floor level or at other levels / MLCP, whether open or covered or multi-level/mechanical, of the Project and/or other spaces as earmarked, expressed or intended to be

reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Developer/Promoter for exclusive use of the Buyer who opts to take it from the Developer/ Promoter. The specifically allotted Parking Space (Dependent/ Independent) to a particular Buyer shall be regarded as Reserved Area to be allotted for the exclusive use by the said individual Buyer as decided by the Developer/Promoter.

- 1.26. **“PROPORTIONATE SHARE”** will be fixed on the basis of the Carpet area of the Apartment/Unit purchased in proportion to the Carpet area of all the Apartment/Unit in the building or the Project as the case may be PROVIDED THAT where it refers to the share of the Buyer in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.27. **“PROJECT”** shall mean the Building to be constructed at the said Land under the name and style **“ANKUR DIVA”** or such other name as the Developer/Promoter and/or the Owner/Vendor in their absolute discretion may deem fit and proper which includes a multi storied multi facility residential building of G + 11 floors tower containing self contained single Apartment in each floors comprises with 11 multi storied apartments along with a Gymnasium, Moon Garden on the terrace, Landscaped terrace with sitting area with Barbeque counter, Yoga and Meditation Place, Two automatic lifts, CCTV, Car Parking, Fire Fighting System, Entrance Lobby with smart Decor, Power back up, Fully AC with VRV System, Video door phone with Intercom Facility, Wi-Fi Access and Community Hall on the 1st floor under the said Building constructed on the said Land more fully and particularly mentioned in the **SCHEDULE A** hereunder written. These facilities/facilities may be changed and/or varied as per the decision of Developer/Promoter in the manner prescribed in the Act.
- 1.28. **“RESERVED AREAS AND FACILITIES”** shall mean such areas and/or facilities which may be reserved for use of certain Apartment or Apartments to the exclusion of the other Apartments more fully described in the **SCHEDULE E**. The

Open/Covered/Multi-level car parking areas (Dependent /Independent) shall be part of Reserved Areas as well as the grant of exclusive right of use of demarcated space (if any) in any floor or a terrace appurtenant to any particular Flat of the Building to any Buyer of the said Apartment plus any other Reserved Areas/Rights as defined herein.

- 1.29. **“RULES”** means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- 1.30. **“REGULATION”** means the Regulations made under The West Bengal Housing Industry Regulation Act 2017.
- 1.31. **“SECTION”** means a section of the Act.
- 1.32. **“STRUCTURAL ENGINEER”** shall mean the Engineer appointed or to be appointed from time to time by Developer/ Promoter for the preparation of the structural design and drawings of the buildings.
- 1.33. **“TERRACE”** shall mean an open terrace attached to a particular floor of the Building and not attached to a particular Apartment and form an integral part of such Building/Project is meant for common use and common to all Apartment owners on the contrary an open terrace attached to a particular Apartment and to form an integral part of such Apartment is exclusively meant for use of the said Apartment owner without any right of any other Apartment owners.

2. ESSENTIAL EXPLANATIONS :

In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.

- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or notated.
- iii) An obligation of the Buyer in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
- viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.
- ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- x) The Schedules shall have effect and be construed as an integral part of this agreement.

3. CONVEYANCE:

3.1 In consideration of the payment of the sale consideration of Rs. _____/- (Rupees _____ only) (**“Sale Consideration”**) and the other amounts by the Buyer in terms of the Agreement For Sale dated _____ and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated in this Deed of Conveyance, the Apartment is hereby sold, conveyed and transferred in favour of the Buyer absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space more fully and particularly mentioned and described in the **SCHEDULE B** herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the **SCHEDULE A** hereunder written with all easement rights over all common portions in the said Building and Land.

3.2 The Total Price for the Apartment along with Parking space (if applicable) based on the carpet area is Rs. _____ (Rupees _____ only) and the break-up and description of the same provides herein below:-

Apartment Details	Total Carpet Area of the Apartment (Square Feet)	Rate of Apartment per Square Feet	GST as per prevailing rate	Amount (Rupees)
Block/Building/Tower No. Apartment No. Type..... Floor.....				
Maintenance Charges				
Other Charges				

Total Price in Rupees	
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AND [If/as Applicable]

Garage/Car Parking Details	Total Carpet Area of the Car Parking (Square Feet)	Rate of Car Parking	GST as per prevailing rate	Amount (Rupees)
Open/Covered/Mechanical Car Parking Space/s				
Total Price in Rupees				

3.3 It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment as mentioned in **SCHEDULE D** and **SCHEDULE E** hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected in respect of the Apartment without the previous written consent of the Buyer as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.

3.4 The Buyer shall have the right to the Apartment as mentioned below:

- i) The Buyer shall have exclusive ownership of the Apartment.
- ii) The Buyer shall have undivided proportionate share in the Common Areas. Since the share/interest of the Buyer in the Common Areas is undivided and cannot be divided or

separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.

- iii) That the computation of the Sale Consideration of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas and amenities, preferential location charges, charges for exclusive use of balcony(ies)/open terrace(s)/garden(s), locational development charges, GST paid/payable by Developer/Promoter in connection with the development/construction of the said Building/Project, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas along with all expenses/charges of all amenities including all charges provided herein under **SCHEDULE - D, SCHEDULE - E and SCHEDULE - F.**

- 3.5 The Buyer has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Project's Lands and Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), which would be on sharing basis and meant to be used jointly by Buyers/Owners of apartments on both Project's Lands and Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), e.g. electricity connection, water and sewerage connection, etc. ("**Shared Services and Facilities**"). The Shared Services and Facilities may be provided/developed on Project Lands or the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of Buyers/Owners of apartments on Project's Lands and the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands). The Buyer shall use such Shared Services and Facilities strictly in accordance with the terms and conditions of the Deed of Conveyance, declaration to be filed under the

Apartment Ownership Act, bye laws of the Association of Buyers and the Applicable Laws.

- 3.6 The Buyer shall be entitled TO HAVE AND TO HOLD the said Apartment hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Buyer absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Buyer not committing any breach, default or violation and subject to the Buyer not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Buyer/Owners and/or the Developer/Promoter .
- 3.7 It is clearly understood by the Buyer that the Buyer shall at no time have the ownership or title over the Car Park Space, save and except for the exclusive right to use and occupy the same, which allotted for himself or for his visitors. It is made clear by the Developer/Promoter and the Buyer agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Lands 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 Buyer. It is clarified that common areas/services/facilities of the Project shall be available for use and enjoyment of all buyers of the Project.
- 3.8 The Developer/Promoter has paid all the outstanding payments before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of the outstanding payments (including land cost, ground rent, municipal or other local taxes, charges, levies etc., 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 Promoters fail to pay all or any of the outstanding

payments collected by it from the buyers or any liability, mortgage loan and interest thereon before transferring the apartments to the Buyer, the Promoters agree to be liable, even after the transfer of the property, to pay such outstanding payments 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 thereof by such authority or person.

4. CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:

4.1 The Building in which the Apartment is located have been completed and the necessary occupation/part occupation certificate in respect of the said Building has been obtained from the Competent Authority.

However, in case of further added buildings/towers in the Project and/or any extension of the project, if added later on and if applicable, at all, the Developer/Promoter have has made it clear to the Buyer that as far as the other added buildings/towers in the Project and/or any extension of the project is concern, the Developer/Promoter is concerned the same is being completed in parts/phases and the Developer/Promoter shall obtain the part occupation certificates for the same in future after completion of the same. The Developer/Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the areas adjoining/near the Building in which the Apartment is located.

4.2 The Buyer has seen and accepted the proposed layout plan/demarcation-cum-zoning/site plan/building plan, floor plan and common areas/services / facilities and which has been approved by the Competent Authority, as represented by the Developer/Promoter. The Developer/Promoter shall develop the Project in accordance with the said layout plans, demarcation-cum-zoning/site plan/building plan, floor plans and specifications, amenities and facilities. The Developer/Promoter undertake to strictly abide by such plans approved by the competent

authorities and shall also strictly abide by the bye-laws as Applicable, conditions of license/ allotment as well as registration under the Act and provisions prescribed by the State of West Bengal and shall not have an option to make any variation/ alteration/modification in such plans, other than in the manner provided under the Act and the Rules or as per approvals /instructions /guidelines of the Competent Authorities.

- 4.3 The Buyer understands and agrees that the Developer/Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Authority and/or the local authorities and the Developer/Promoter are dependent on the appropriate Authority for providing such external linkage and the Developer/Promoter shall bear no responsibility for such unfinished work save and except towards payment of external development charges or similar charges to the extent set out herein.
- 4.4 The Developer/Promoter have handed over the vacant, physical and peaceful khas possession of the said Apartment to the Buyer as per the specifications & amenities mentioned in **SCHEDULE D** and **SCHEDULE E** hereto. On and from the date of execution of this Deed of Conveyance, the Buyer shall be liable to bear and pay the proportionate charges of all outgoings/charges in respect of the said Apartment as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.

Simultaneously upon execution of this Deed of Conveyance, the Developer/Promoter have handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Buyer, which the Buyer hereby admits and acknowledges, to have received and the Buyer/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, including with regards

to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

- 4.5 Upon handing over possession of the Apartment, the Buyer shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Apartment will be done as permitted by the Developer/Promoter and/or Association of Buyers and/or Maintenance Agency, as the case may be, and upon payment of charges, if any, as may be levied by the Developer/Promoter and/or Association of Buyers and/or Maintenance Agency. The Buyer shall ensure and undertakes that all such fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- 4.6 On and from the date of handover of the Apartment, the Buyer shall be liable to pay for all common expenses as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.
- 4.7 The Buyer hereby agrees and undertakes to be a member of the Association of Buyers to be formed under the Act/Apartment Ownership Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Buyers. The Buyer shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its bye-laws.
- 4.8 The Buyer hereby agrees and undertakes to be a member of the Association of Buyers shall abide by all terms and conditions bye-laws of the Association of Buyers.
- 4.9 On and from the date of possession, the Buyer is responsible for the internal security of the said Apartment and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against

any bodily injury or casualty to any person on account of any cause whatsoever. The Developer/Promoter shall not have any responsibility or liability whatsoever in this regard.

5. TRANSFER:

- 5.1. In consideration of payment for a total amount, more fully described in **SCHEDULE C**, and in the Memo of Consideration annexed hereto, paid by the Buyer to the Developer/Promoter herein and in further consideration of Buyer fulfilling all obligations under these presents, the Developer/Promoter and Owner/Vendor (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Buyer **ALL THAT** the said Apartment with facility of car park in the allotted car parking space(if applicable), more fully and particularly mentioned and described in the **SCHEDULE B** herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the **SCHEDULE A** hereunder written with all easement rights over all common portions in the said Building and Land and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Apartment **TO HAVE AND TO HOLD** the said Apartment, unto the Buyer herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Apartment, belonging to and held by the Buyer for residential purpose only and upon/after execution of this Deed of Conveyance, subject however, to the rights reserved by the Transferors, the Buyer shall have every right to sell, gift, lease and transfer the same on the same terms and condition as stipulated under this Deed of Conveyance.
- 5.2. Right to use the common area of the said Residential Project more fully described in **SCHEDULE E** (Share of Common area), are all comprised in and/or being part or portions of the said Residential Project, including the common facilities and amenities provided thereat.

- 5.3. The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **SCHEDULE H** and further subject to conditions more fully described in **SCHEDULE F**, which shall be covenants running with the said Apartment.
- 5.4. The Buyer subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the Schedules below, appearing hereinafter, shall peacefully own, hold and enjoy the said Apartment.
- 5.5. Upon execution of this Deed of Conveyance, the Buyer shall not raise any claim of whatsoever nature, against the Developer/Promoter and Owner/Vendor.

6. REPRESENTATIONS AND WARRANTIES OF THE OWNER/VENDOR / PROMOTER :

The Developer/Promoter hereby represents and warrant to the Buyer as follows:

- (i) The Developer/Promoter have absolute, clear and marketable title with respect to the Project's Lands;
- (ii) The Developer/Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project on the said Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the said Real Estate Project/ Building or the Apartment;
- (iv) That right, title and interest which the Developer/Promoter doth hereby profess to transfer, subsists and that the Developer/Promoter has good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assign and assure the said Apartment unto the Buyer and hereby granted, conveyed, transferred, assigned and assured

the same unto the Buyer in the manner expressed herein or intended so to be.

- (v) All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the said Project and the said Apartment are valid and subsisting and have been duly obtained by following due process of law. Further, the Developer/Promoter have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Project being the Real Estate Project, the Building, the Apartment and the Common Areas;
- (v) The Developer/Promoter the right to enter into this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Buyer created herein, may be prejudicially affected;
- (vi) The Developer/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any other person or party with respect to the Project Land, including the Real Estate Project and the Building/Apartment which will, in any manner, affect the rights of Buyer under this Conveyance Deed;
- (vii) The Developer/Promoter confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Buyer in the manner contemplated in this Deed of Conveyance;
- (viii) The Project Lands are 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 same;
- (ix) The Developer/Promoter shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever; which it has collected from the buyers, payable with respect to the said Real Estate Project to the Competent Authorities till the offer of possession of the apartments along with Common Areas

(equipped with all the specifications, amenities and facilities) to the Buyer and the Association of Buyers or the Competent Authority, as the case may be;

- (x) 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) has been received by or served upon the Developer/Promoter in respect of the Project Lands and/or the Real Estate Project.
- (xi) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively belongs to the Developer/Promoter and the Developer/Promoter shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.
- (xii) Non-enforcement of any right by the Developer/Promoter or any indulgence granted by the Developer/Promoter to the Buyer or any other Apartment Buyer/Owner shall not amount to any waiver of any of the rights of the Developer/Promoter .

7. MAINTENANCE OF THE SAID PROJECT/BUILDING/APARTMENT:

7.1 The Developer/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Buyers or the Competent Authority, as the case may be, upon the issuance of the completion certificate (or part thereof) or occupancy certificate (or part thereof), as the case may be, of the Project.

In case, the Association of Buyers fails to take handover of such essential services as envisaged in this Conveyance Deed or as per the Applicable Laws, then in such a case, the Developer/Promoter shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period, which shall be

recoverable from the Association of Buyers or proportionately from all Buyers at the Project.

On and from the date of execution of this Conveyance Deed, the Buyer shall be liable to bear and pay all common expenses in respect of the Apartment including the proportionate charges of all outgoings / charges in respect of the said Apartment and maintenance charges as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.

- 7.2 The Buyer shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency. It is made clear to the Buyer that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, garbage clearance, water, street lights, pavements, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.
- 7.3 The Buyer agrees to maintain at the close of each financial year ending on 31st March IBMS with the Association of Buyers/ Competent Authority, as the case may be. The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.
- 7.4 The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, VRV system, transformers, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Buyer shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association

of Buyers / Maintenance Agency / Competent Authority, as the case may be, for rendering maintenance services.

8. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Promoter as per the Agreement For Sell is brought to the notice of the Promoters within a period of 5 (five) years by the Buyer from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer/Promoter s' failure to rectify such defects within such time, the aggrieved Buyer shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Buyer shall, in order to mitigate any further prejudicial effect, notify the Developer/Promoter of such structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters, in a prompt manner and preferably within 7 (seven) days from the date of occurrence.

However, the Developer/Promoter shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Buyer or non-compliance of any Applicable Laws by the Buyer; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Buyer understands that there is a fundamental difference between hand over of the building/constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Developer/Promoter, and the

Developer/Promoter shall not be liable for rectification of any defects therein.

Provided further that in case rectification of any such structural defect or any other defect in workmanship, quality or provision of services by the Developer/Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Developer/Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Buyer prior to expiry of the said initial 30 (thirty) days. The Buyer hereby agrees to such additional time/extension of time without being entitled to/ making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws. Further, the Developer/Promoter shall not be held responsible for any delay in completing the rectification if the same is caused due to any non-cooperation from other apartment Allottees/Buyers/Owners and the Association of Buyers.

Provided further that the above said responsibility of the Developer/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Buyer or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities /equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

Provided further that the Buyer shall also pay maintenance charges for maintenance of the Project and its facilities and amenities during the period of first five years and thereafter and in case non-payment of maintenance charges by the Buyer and there being discontinuation of proper maintenance in that event the Developer/Promoter shall not be held as liable as default on its part under this clause.

9. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Developer/Promoter and/or Maintenance Agency and/or the Association of Buyers and/or the Competent Authority shall have right of access to all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Association of Buyers / Maintenance Agency / the Competent Authority to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

10. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a. Subject to Clause 8 above, the Buyer shall, after taking possession, be solely responsible to maintain the said Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. Any fit-outs to be carried out by the Buyer in the said Apartment shall be in accordance with the 'Fit-out Guidelines'.
- b. The Buyer/ the Association of Buyers further undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings or the said Apartment or the Common Areas. The Buyer shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Buyer/Association of

Buyers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Building.

- c. The Developer/Promoter and/or Owner/Vendor and/or Buyer and/or Association of Buyers shall not create any hindrance by way of locking, blocking, parking or in any manner in the right of passage or access or Common Areas which otherwise are available for free access.
- d. If any damage is caused to the Apartment, Common Areas or to the Project on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Developer/Promoter or the Association of Buyers or the Maintenance Agency, as the case may be.
- e. The Buyer / the Association of Buyers shall not remove any wall, including the outer and load bearing wall of the Apartment, as the case may be. The Buyer is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment/ Building and/or the said real estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Buyer shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Developer/Promoter and/or Association of Buyers in writing as the case may be.
- f. The Buyer shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.

- g. The Buyer/Association of Buyers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and after the handover of the Common Areas by the Developer/Promoter the same shall be conformity with the approval from the Maintenance Agency / Association of Buyers, as the case may be. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- h. The Buyer shall not use/cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Buyer specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- i. Save the said Apartment, the Buyer shall have no or nor shall claim any right whatsoever or howsoever over and in respect of the other Apartment and spaces or constructed areas or parking spaces at the said Project. The right of the Buyer shall remain restricted to his/her/their respective Apartment and use of the Common Parts, Portions, Facilities and Amenities and in no event the Buyer shall be entitled and hereby agrees not to claim any right of ownership or otherwise in respect of the other parts or portions of the said Building/Project.
- j. The Buyer undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Project.
- k. The name of the Project shall always be 'ANKUR DIVA' and the Buyer or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Buyers shall not be entitled to change the same.
- l. The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

11. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:

a. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, and notifications applicable to the said Project.

b. The Developer/Promoter has made it expressly clear to the Buyer that the rights of the Developer/Promoter in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the Kolkata Municipal Corporation and/or any other statutory authority(ies).

c. The Buyer shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable site plans, building plans and other Applicable Laws applicable to the Apartment and /or the Building/Project.

12. ADDITIONAL CONSTRUCTIONS:

The Developer/Promoter undertake that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

13. COMPLIANCE WITH THE ACT AND RULES AND APARTMENT ACT :

The Developer/Promoter have assured the Buyer that the Real Estate Project in its entirety is in accordance with the provisions of the Act and Rules, Apartment Act and all other applicable Laws, Act and rules framed / to be framed thereunder.

14. ENTIRE CONVEYANCE DEED:

This Conveyance Deed, along with its schedules, constitutes the entire understanding/ contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application, Allotment Letter and the Agreement For Sell) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoters, other than those contained in this Conveyance Deed.

15. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON BUYER/ SUBSEQUENT PURCHASERS OF THE APARTMENT:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the said Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

16. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:

Wherever in this Conveyance Deed it is stipulated that the Buyer has to make any payment, in common with other buyer(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project, as the case may be.

SCHEDULE-'A'
(LAND TO BE DEVELOPED)

ALL THAT piece and parcel of revenue free khas mahal land measuring an area about 12 (Twelve) Cottahs and 10 (Ten) Chittaks, be a little more or less, together with structure measuring 1000 Squire Feet lying and situate at and being Lands No. 24, Deodar Street, Police Station - Ballygunge, KMC Ward No. 69, Post Office - Ballygunge,

Kolkata – 700 019 being Holding No. 41 and 328 and lying and situated under Mouza - Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division VI, Sub-Division “O”, Registry Office at the then Sealdah, now District Sub Registrar and Additional District Sub Registrar at Alipore, in the District of now South 24 Parganas having Assessee No. 110691602515 under KMC Ward No. 69, butted and bounded by:

ON THE NORTH : 10 feet wide Passage.
ON THE SOUTH : Premises No. 45 Hazra Road.
ON THE EAST : Premises No. 45/2 Hazra Road.
ON THE WEST : 20 feet wide Deodar Street.

SCHEDULE-‘B’
(APARTMENT)

ALL THAT a self contained independent apartment measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. ____ on ____ floor in the Building being Block No. _____ at the Project “**ANKUR DIVA**” more or less, comprising of ____ **Bed Rooms**, ____ **Dinning/Living Room**, ____ **Kitchen**, ____ **Toilets**, ____ **Balcony**, together with the right to use ____ nos. Open/Covered/Mechanical Car Parking Space (dependent/ independent) on the ____ level of the Building/Project TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Building and the right to use the common areas/common parts and facilities in common AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath the said building appurtenant thereto AND TOGETHER WITH all easement rights over all common portions in the said entire land and building along with other Purchaser/Allottee(s).

SCHEDULE-‘C’
(PAYMENT PLAN)
(MODE OF PAYMENT OF CONSIDERATION)

Total consideration of the said flat is **Rs. _____ (Rupees _____ Only)** and the said consideration is payable in the following manner:

PAYMENT SCHEDULE		
Sl.No.	Particulars	% Consideration
1	Application/Booking Money	10% + GST as applicable
2	Within 15 days from the date of signing of this Agreement	10% + Legal and Documentation Charges + GST as applicable
3	On Completion of Pilling Work	10% + GST as applicable
4	On Completion of 1 st floor Roof Casting	7% + GST as applicable
5	On Completion of 4 st floor Roof Casting	7% + GST as applicable
6	On Completion of 7 st floor Roof Casting	7% + GST as applicable
7	On Completion of 10 st floor Roof Casting	7% + GST as applicable
8	On Casting of Roof Slab	7% + GST as applicable
9	On Commencement of Brick Work	7% + GST as applicable
10	On Commencement of flooring of respective flat	6% + GST as applicable
11	On Commencement of lift installation	6% + GST as applicable
12	On Commencement of outside paint	6% + GST as applicable
13	Before Possession of the said Flat	10% + Maintenance Charges + Other Charges + GST as Applicable

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

SCHEDULE-‘D’
SEPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE SAID APARTMENT)

ITEMS	Specifications
FOUNDATION	Pile foundation and earthquake resistant.
STRUCTURE	RCC framed structure with AAC block work.
ELEVATION	A unique blend of Modern Architecture.
INTERIOR	AAC Block work with Wallputty on the walls.
ELEVATOR	2 High speed automatic lifts of reputed brand with well-decorated lift cars.
FLOORING	<ul style="list-style-type: none"> • Luxury combination flooring in living, dining and bedrooms. • Kitchen floor with matt finish anti-skid tiles. • Anti-skid floor tiles in Toilets. • Designer Vitrified tiles/Laminated wooden type flooring in master bedroom.
WATER SUPPLY	24 - hours filtered water supply.
WALL FINISH	<ul style="list-style-type: none"> • Interior – Wall Putty for smoother finish within the flats and premium paint over wall putty on all common area walls. • Exterior - Combination of antifungal paint.
ROOF	Tiles over waterproofing treatment.
TERRACE	Moon Garden on the terrace along with Landscaped terrace with sitting area with Barbeque Counter.
KITCHEN	<ul style="list-style-type: none"> • Granite counter top. • Dado of ceramic tiles above platform up to 2 ft. height. • Stainless steel sink.
TOILET	<ul style="list-style-type: none"> • Water efficient sanitary fixtures of reputed brand. • International quality fittings of reputed brand.

	<ul style="list-style-type: none"> • Designer wall tiles up to 7 ft. height. • Anti-skid flooring
Entrance Lobby	Modish entrance lobby with premium wall finishes, Luxury combination flooring, polished veneer and paint.
DOOR	Polished main door and flush doors in bedrooms, bathrooms and kitchen.
WINDOW	UPVC Windows.
HARDWARE AND FITTINGS	Hardware fittings of reputed make and Branded Locks.
PAINTING	<ul style="list-style-type: none"> • Internal: Wall Putty over internal plaster and premium paint over wall putty on all common area walls. • External: Plain & Texture Painting & Paints on MS Works.
SAFETY AND SECURITY	<ul style="list-style-type: none"> • Security surveillance facility with CCTV. • Video door phone facility. • Intercom system. • Fire fighting arrangements as per recommendation of West Bengal Fire Service (as per Provisional NOC). • Fire Refuge (8th Floor Only).
ANTI-TERMITE TREATMENT	Pre-Construction Anti-termite treatment.
COMMON LIGHTING	<ul style="list-style-type: none"> • Well illuminated driveway inside the premises. • LED lighting in major common areas to minimize common area power consumption.
PLUMBING AND SANITARY	Soil and Waste Pipes - UPVC pipes of reputed make Sanitary Water Supply: CPVC
AC WITH VRV SYSTEM	Fully Air Conditioned Apartment with VRV System. Air Conditioned Lobby, Community Hall & Gymnasium.

Wi-Fi	Wi-Fi Access to All.
ELECTRICAL	<ul style="list-style-type: none"> • Inside the apartment and outside, fire resistant wires with modular switches of reputed brand. • Quality Earthing for all electromechanical gadgets. • Sufficient Power back-up for all flats and 100% power back-up for common areas and lifts.

SCHEDULE-‘E’
COMMON AREAS, SEPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE SAID PROJECT)

The Common Portions are at 3 (three) levels, which are:

LEVEL1: The Common Portions at Level 1 includes the following :

1.1.1	Common Generators, its installation and its allied accessories, lighting of the common areas and common utilities.
1.1.2	AC with VRV System.
1.1.3	Wi-Fi System.
1.1.4	Electrical Transformers, electric wiring meters and panels, Electrical ducts, duct covers and risers, fitting, fixtures, lights and switches for the common areas of the Building.
1.1.5	Roads/Pathway, installations, and Security Arrangements.
1.1.6	Drains and Sewers from the Lands to the Municipal Drains.
1.1.7	Water sewerage and drainage connection pipes from the Apartments to drains and sewers common to the Lands.
1.1.8	Boundary walls of the Lands.
1.1.9	Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
1.1.10	Management / Maintenance office if any
1.1.11	Security Arrangements with CCTV with Close circuit TV at Ground Floor and Video door phone facility.

1.1.12	Main Entrance Gate.
1.1.13	Fire Fighting Equipment and Extinguishers and Protection system.
1.1.14	Water supply system.
1.1.15	Communication system for Intercom.
1.1.16	Water pump, the pump room, water reservoir and distribution pipes.
1.1.17	Fittings & Fixtures for common area lighting.
1.1.18	Intercom facility.
1.1.19	A.C. Community Hall for common use of all the occupants.
1.1.20	Foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
1.1.21	Visitors Car Parking if any.
1.1.21	Multi Gym.
1.1.23	Yoga and Meditation Place.

LEVEL-2: Those which are to remain common to the Apartments in any particular Building/Block/Project. These include the following:

1.2.1	Entrance lobby with smart Decor.
1.2.2	Lobbies on each of its floors and the staircases and landings from the ground floor up to the terrace and also the ultimate roof of the tower.
1.2.3	Elevators.
1.2.4	Earmarked area of Ultimate Roof and Service Terrace of the building demarcated for common use and Fire Refuge Terrace (8th Floor Only).
1.2.5	Overhead Water Tank.
1.2.6	Lifts and their accessories installations and spaces required therefore.
1.2.7	Toilet and shower room on the Ground Floor (if any).

LEVEL-3: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads/pathways, lighting equipments, gates, room for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Purchaser/Allottee(s) and those that are inside the Project including its boundary walls and/or fences, etc. shall be deemed to be common portion only of the Project and common to its all Apartment Owners and users.
2. The Developer/Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.2 or 1.3, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Purchaser/Allottee(s) of the Project.

SCHEDULE-‘F’
(COST OF MAINTENANCE)

1. The cost of maintenance will be paid/borne by the Purchaser/Allottee(s) from the date of official possession of the said Apartment/Unit till handover of maintenance of the project by the Developer/Promoter to the Association of Purchaser/Allottee(s) irrespective of whether the Purchaser/Allottee(s) take possession of the said Apartment/Unit or not for any reason whatsoever or howsoever.
2. The Purchaser/Allottee(s) shall before taking possession of the said apartment pay in advance maintenance charges for the initial period of one year being a sum of Rs. _____ /- (Rupees _____) being the sum calculated at the rate of Rs. 5/- (Rupees Five only) per sq. ft. per month on the Carpet area of the said Apartment/Unit or the actual amount/rate whichever is higher together with applicable GST towards cost of such maintenance of the said Project payable to the Developer/Promoter.

3. Developer/Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges. After expiry of the said one year period, the Developer/Promoter shall at its own discretion fix the maintenance charges and the Purchaser/Allottee(s) shall be bound to pay the same in advance on a monthly basis to the Developer/Promoter till the Developer/Promoter hands over the maintenance of the said project to the Association of Purchaser/Allottee(s). However, after formation of such owners' association, the Developer/Promoter shall hand over the responsibilities of maintenance of the said project to the said Association of Purchaser/Allottee(s).
4. The cost of Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Purchaser/Allottee(s) and all other expenses for the common purposes to be contributed, borne, paid and shared by the Purchaser/Allottee(s) of the said Building/Project including those mentioned as follows:-
 - 4.1. Cost of maintenance regarding repairing, redecorating etc. of the main structure and in particular the gutters, fresh rain water pipe, drain, sewerage and water storage tanks and electric wires, motors, and other appliances and passages in or under or upon the Building and enjoyed or used by the Purchaser/Allottee(s) in common with other occupiers of the Building and the main entrances, passages, lobby, terrace, roof, landing, staircase, lift of Building enjoyed by the Purchaser/Allottee(s) or used by him in common and the boundary walls of the Building, compound terrace etc.
 - 4.2. Cost of the cleaning and lighting the common areas, passages, landing, staircases, lift and other parts of the Building as enjoyed and used by Purchaser/Allottee(s) in common as aforesaid.
 - 4.3. Cost of charges of establishment for maintenance of the Building and the salaries of all persons employed for the same purpose.

- 4.4. Cost of Annual Maintenance Charges for Lift and allied accessories, Generator its installation and its allied accessories, Water Pump its installation and its allied accessories, Motors (if any) its installation and its allied accessories, and All Electricity Equipments its installation and its allied accessories, etc as enjoyed used by Purchaser/Allottee(s) in common.
- 4.5. All charges and deposits for suppliers of common utilities.
- 4.6. Establishment and all other capital and operational expenses of the Association.
- 4.7. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- 4.8. Keeping the gardens and the grounds of the Project generally in a neat and tide condition and tending and renewing all lawns decorations thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- 4.9. Creation of Sinking/Corpus Fund for replacement, renovation and other periodic expenses of equipments.
- 4.10. Insuring any risks in respect of the said Apartment/Unit/ Building/Project.
- 4.11. Costs and expenses relating to renewal of various licenses, including but not limited to lift, fire, pollution and annual maintenance contracts with regard to the Building and/or the Project.
- 4.12. Expenses regarding abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development work of the said Building/Project or any part thereof so far as the same is not the liability of or attributable to any individual Apartment/Unit Owner /Occupier within the Project.
- 4.13. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and

all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment/ Unit(s).

- 4.14. Cleaning as necessary of the areas forming parts of the Project.
- 4.15. Maintaining and operating the lifts of the said of the Project.
- 4.16. Paying all land revenue/khazana for the land of the said Project and the rates taxes duties charges assessments and outgoings whatsoever assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/lessees /occupiers of any Apartment/Unit of the said Building and liable to pay including but not limited to all the Central Government or State Government or any other statutory authorities, the municipal rates, taxes, water tax, multistoried building tax, urban land tax, service tax or any other property tax including wealth tax, development tax and sales tax, if any applicable, as the case may be.
- 4.17. Generally managing and administering the development and protecting the amenities in the Building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments/Units.
- 4.18. All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.
- 4.19. Any other expense for common Purpose.
5. That the Developer/Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Purchaser/Allottee(s). However, neither the Developer/Promoter shall ask for any extra amount on that account, for the said period, nor the Purchaser/Allottee(s) shall ask for any deduction for the same.

6. The Purchaser/Allottee(s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser/Allottee(s) shall be liable to pay interest @ 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Purchaser/Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said Building/Project and the Developer/Promoter and/or Association of Purchaser/Allottee(s), as the case may be, shall be entitled to take the following measures and the Purchaser/Allottee(s) hereby consents to the same:
 - 6.1. to discontinue the supply of electricity to the said “Apartment/Unit”;
 - 6.2. to disconnect the water supply;
 - 6.3. not to allow the usage of lifts, either by Purchaser/Allottee(s), his/her/their family members, domestic help and visitors;
 - 6.4. to discontinue the facility of DG Power back-up;
 - 6.5. to discontinue the services of VRV Air Conditioned System;
 - 6.6. to discontinue the usage of all amenities and facilities provided in the said project “**ANKUR DIVA**” to the Purchaser/Allottee(s) and his/her/their family members/guests.
7. The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser/Allottee(s) have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Promoter and/or Association of Purchaser/Allottee(s) to realize the due amount from the Purchaser/Allottee(s).

SCHEDULE-‘G’
(OTHER CHARGES)

All the following charges to be paid by the Purchaser/Allottee(s) before taking official possession of the said Apartment under the project

“ANKUR DIVA” from the Developer/Promoter herein and also should get an acknowledgement for the same.

1. The Purchaser/Allottee(s) before taking possession of the said Apartment/Unit agrees to pay in advance to the Developer/Promoter a sum of Rs. _____ /- (Rupees _____) being the sum calculated at the rate of Rs. 80/- per sq. ft. on the Carpet area of the said Apartment/Unit towards Sinking/Corpus Fund along with G. S. T. charges as applicable, which will be a interest free Security Deposit deposited for a period of one year towards performance of the terms and conditions of this Agreement required to be performed by the Purchaser/Allottee(s). PROVIDED that after a period of one year from the date of such possession and/or upon formation of the Association of Purchaser/Allottee(s) as may be formed at the instance of the Developer/Promoter, the said Sinking/Corpus Fund or any part thereof if lying in the hands of the Developer/Promoter shall be paid and/or made over to the said Association of Purchaser/Allottee(s). PROVIDED FURTHER from the date of official possession of the said Apartment/Unit till handover of maintenance of the project to the Association of Purchaser/Allottee(s), if the Purchaser/Allottee(s) commits any default or refuse or neglect to make payment of any cost, tax, outgoings or maintenance charges as agreed to be paid by the Purchaser/Allottee(s) to the Developer/Promoter, the Developer/Promoter shall have the exclusive right in its sole discretion to appropriate the said defaulted amount from the said Sinking/Corpus Fund and in the event such defaulted amount is not wholly appropriated from the said Sinking/Corpus Fund, then in that event the Developer/Promoter shall impose interest at the rate of 6% per annum on the remaining defaulted amount from its due date until the date of actual payment thereof.
2. As the said Apartment/Unit is situated on the _____ floor the Purchaser/Allottee(s) agrees to pay additionally a sum of Rs. _____ /- (Rupees _____) being the sum calculated at the rate of Rs. 80/- per sq. ft. on the carpet area of the said Apartment/Unit along with G. S. T. charges as applicable as the said sum is only applicable for 3rd floor or onwards the Buyer.

3. Developer/Promoter has given opportunity to the Purchaser/ Allottee(s) to enjoy the Fully Air Conditioned Apartments with VRV Air Conditioned System and to avail the said services of VRV Air Conditioned System it is mandatory that the Purchaser/Allottee(s) shall pay one time VRV Air Conditioned System Charges of Rs. _____ /- (Rupees _____) only being the sum calculated @ Rs. _____ per sq. ft. on the carpet area of the said Apartment/Unit along with G. S. T. charges as applicable to Developer/ Promoter before taking possession of the Apartment.
4. Developer/Promoter has given further opportunity to the Purchaser/Allottee(s) to enjoy the facilities and services of Transformer and Generator and it is mandatory that the Apartment Purchaser/Allottee(s) shall pay Rs 25,000/- (Rupees Twenty Five Thousand) only per K. V. A. as per requirements along with G. S. T. charges as applicable to Developer/Promoter before taking possession of the Apartment for availing the facilities and services of the Transformer and Generator.
5. That it is mandatory that the Apartment Purchaser/Allottee(s) shall have to pay one time fees of Rs. _____/- (Rupees _____) only along with G. S. T. charges as applicable for per Apartment to Developer/Promoter for Water Connection Charges before taking possession of the Flat in regard to avail facilities thereof.
6. Charges for KMC re-sanction in case of modification in the said Apartment/Unit pursuant to the request made by the Purchaser/ Allottee(s) of Rs. _____/- (Rupees _____) along with G. S. T. charges as applicable.
7. Charges for Formation of Association of Rs. _____ /- or Rs. _____ /- (Rupees _____) per sq. ft. as the case may be along with G. S. T. charges as applicable.
8. Charges for Electric Meter Deposit and Electric Cabling along with G. S. T. charges as applicable.

9. All Applicable/Ancillary charges as time to time claim by the Developer/Promoter including any Additional Deposits and Costs, etc. along with G. S. T. charges as applicable.
10. All charges in respect of G. S. T. and other taxes, levies, cess, assessments and impositions, as applicable.
11. Legal and Documentation charges of Rs. _____/- (Rupee _____) Only along with G. S. T. charges as applicable to be paid to the Developer/Promoter by the Purchaser/Allottee(s) along with Stamp Duty/Registration & Conveyance expenses as per actual.

SCHEDULE-‘H’
(EASEMENT & RESTRICTIONS)

That all the Buyer and/or the Apartment Owners/ Occupants of the said Project “ANKUR DIVA” including the Owner/Vendor and Developer/Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the said Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other.
5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Buyer of the said Apartment shall not install any box grill for the windows, nor shall change the design of the window, balcony railings and shall strictly follow the existing designs

and colour of the same, which have been approved by the Architect.

SCHEDULE-'I'
(RECITALS AND PARTICULARS OF THE SAID LAND)

- 1) That at all material time one Sunil Kumar Bandopadhyay, son of Late Ram Taran Bandopadhyay, was the absolute owner, inter alia, of a revenue free plot of land measuring more or less 12 Cottah 10 Chittack with structure and comprised within Municipal Lands No. 24, Deodar Street, Police Station and Post Office Ballygunge, Calcutta - 700 019 having Holding No. 41 and 328 and lying and situated under Mouza Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division VI, Sub-Division "O", registered office at District Sub-Registrar and Additional Sub-Registrar at Alipore, in the District of now South 24 Parganas, hereinafter referred to as the "said plot of Land".
- 2) That under a Deed of Lease dated 23rd December, 1957 and registered before the Sub-Registrar Alipore in Book No. 1, Volume No. 151, Pages 225 to 230, Being No. 9927, for the year 1957 the said Sunil Kumar Bandopadhyay, in consideration of the rent mentioned therein, demised unto and in favour of one Debdas Bandopadhyay, son of late Sunil Kumar Bandopadhyay, the said plot of land absolutely and forever on the terms, conditions and consideration as more fully and particularly mentioned and described in the said Deed of Lease.
- 3) That by and/or under a Bengali Deed of Sale dated 10th July, 1960 and registered before the Office of Sub-Registrar, Behala, in Book No. 1, Volume No 34, Pages 145 to 149, Being No. 2609, for the year 1960 the said Sunil Kumar Bandopadhy sold, transferred and alienated, inter alia, the said plot of land unto and in favour of his son, the said Debdas Bandopadhyay, absolutely and forever at a valuable consideration as more fully and particularly mentioned and described in the said Deed of Conveyance.

- 4) That by and/or under a Deed of Conveyance dated 20th May, 2011 and registered before DSR – III, Alipore, in Book No. 1, CD Volume No 8, Pages 1353 to 1368, Being No. 03908, for the year 2011, the said Debdas Bandopadhyay sold transferred and alienated the said plot of land unto and in favour of the Owner/Vendor herein at a valuable consideration as more fully and particularly mentioned and described in the said Deed of Conveyance.
- 5) That by and/or under a Deed of Declaration dated 11th July, 2011 and registered before DSR – III, Alipore, in Book No. 1, CD Volume No 11, Pages 6350 to 6357, Being No. 05311, for the year 2011, the said Debdas Bandopadhyay duly rectified the mis-description of the adjacent Lands of the said plot of land sold under the Deed of Conveyance dated 20th May, 2011 in order to perfect the title of the Owner/Vendor herein in respect of the said plot of land.
- 6) That the Kolkata Municipal Corporation duly mutated the said Land in favour the Owner/Vendor herein by allotting the Assessee No. 110691602515 and Owner/Vendor herein is paying taxes regularly relating to the said Land.
- 7) That the Owner/Vendor herein became absolute ownership free from all encumbrances, lien, lispence, attachment or any defect in right, title and interest in respect of the said plot of Land ALL THAT piece and parcel of revenue free khas mahal land measuring 12 (Twelve) Kathas and 10 (Ten) Chataks, be a little more or less, together with structure measuring 1000 Squire Feet lying and situate at and being Lands No. 24, Deodar Street, Police Station - Ballygunge, KMC Ward No. 69, Post Office - Ballygunge, Kolkata – 700 019 being Holding No. 41 and 328 and lying and situated under Mouza - Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division VI, Sub-Division “O”, Registry Office at the then Sealdah, now District Sub Registrar and Additional District Sub Registrar at Alipore, in the District of now South 24 Parganas having Assessee No. 110691602515 under KMC Ward No. 69.

- 8) That the said Land is free from all sorts of encumbrances, charges, liens, lispendenses, mortgage whatsoever and the Owner/Vendor herein has got a clear, free and marketable title to the said Land as mentioned hereinabove.
- 9) That the Owner/Vendor do hereby declare that they are the absolute owner in respect of the said Land and being seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance and hindrance in any manner whatsoever as the said Land is free from all encumbrances, mortgage, charges, attachments, acquisition or requisition whatsoever or howsoever and not charged by any court of law or otherwise and free from all Orders of the Courts, Tribunals, Forums, Statutory Authorities and/or related proceedings thereto, etc. and that the Owner have absolute seized and possessed of the said 'Schedule A' Land and has good feasible and marketable title to the same.
- 10) The Owner/Vendor herein thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Land intent to develop the said Land and the Developer/Promoter herein with the intent of undertaking the development of the said Land after being fully satisfied about its marketable title, the Owner/Vendor and the Developer/Promoter had entered into the said Development Agreement dated 11th March, 2016, duly registered in the Office of the D. S. R. – III, South 24 Parganas, Alipore, registered in Book No. 1, Volume No 1603 - 2016, Pages 40331 to 40389, Being No. 160301248, in the year 2016.
- 11) In pursuance of the said Development Agreement the Owner/Vendor and the Developer/Promoter had entered into a Power under Development Agreement dated 17th March, 2016, duly registered in the Office of the D. S. R. – III, South 24 Parganas, Alipore, registered in Book No. 1, Volume No 1603 - 2016, Pages 48078 to 48106, Being No. 160301455.
- 12) That the Owner/Vendor do hereby grant exclusive right to the Developer/Promoter to develop the said 'Schedule A' Land in such way and manner as the Developer may deem fit and proper

13) That the Developer/Promoter herein is fully competent to enter into this Development Agreement and has decided to develop the said Land by constructing a multi storied multi facility residential building project of G + 11 floors tower containing self contained single Apartment/Unit in each floors comprises with 11 multi storied apartments along with a Gymnasium, Moon Garden on the terrace, Landscaped terrace with sitting area with Barbeque counter, Yoga and Meditation Place, Two automatic lifts, CCTV, Car Parking, Fire Fighting System, Entrance Lobby with smart Decor, Power back up, Fully AC with VRV System, Video door phone with Intercom Facility, Wi-Fi Access and Community Hall on the 1st floor under the name and style "ANKUR DIVA" and herein after referred to as the said "PROJECT" and all the legal formalities with respect to the said Project "ANKUR DIVA" have been completed by the Developer/Promoter.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer/Promoter:

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner/Vendor:

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser/Allottee(s): (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Drafted and Prepared by me

Advocate

Calcutta High Court.

ANNEXURES

ANEXURE A	Copy of the proposed layout plan and the Entire Land
ANEXURE B	Copy of the proposed layout plan and the Apartment

MEMO OF CONSIDERATION

Received the aforementioned sum of Rs. _____/- (Rupees _____) only by _____ as full consideration and/or price for sale of the said Apartment from the Buyer.

(Developer/Promoter)