

**CONVEYANCE DEED**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_ Two  
Thousand \_\_\_\_\_

**BETWEEN**

(1) **PS GROUP REALTY PRIVATE LIMITED (PAN AABCP5390E)** a Company incorporated under the Companies Act, 1956 having its registered office at 1002, E M Bypass, Front Block, Kolkata - 700105 represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN: \_\_\_\_\_), (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_;

(2) **PKC & ASSOCIATES LLP (PAN AABCP4806B)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 1002, E M Bypass, Front Block, Kolkata - 700105, represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(3) **SREOME BUILDERS PRIVATE LIMITED (PAN AAEC54070M)** a Company incorporated under the Companies Act, 1956 having its registered office at 1002, E M Bypass, Front Block, Kolkata - 700105, represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(4) **PAR CARE RESEARCH & MEDICAL PRIVATE LIMITED (PAN AADCP0842K)** a Company incorporated under the Companies Act, 1956 having its registered office at P-17A, Ashutosh Chowdhury Avenue, Kolkata - 700014 represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(5) **SURSARITA TIE UP PRIVATE LIMITED (PAN AALCS0491B)** a Company incorporated under the Companies Act, 1956 having its registered office at P-17A, Ashutosh Chowdhury Avenue, Kolkata - 700014, represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(6) **ANGIRA SALES PRIVATE LIMITED (PAN AAFCA9336B)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700020 represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No: \_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_;

(7) **BHUMI VINIMAY PRIVATE LIMITED**(PAN AACCB9850C) a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700020 represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN\_\_\_\_\_) (Aadhar No:\_\_\_\_\_)son of \_\_\_\_\_, (PAN\_\_\_\_\_) (Aadhar No:\_\_\_\_\_) residing at \_\_\_\_\_;

(8) **DEVKRIPA VANIJYA PRIVATE LIMITED**(PAN AACCD4722H) a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata - 700020 represented by their Authorised Representative, Sri \_\_\_\_\_, (PAN\_\_\_\_\_) (Aadhar No:\_\_\_\_\_) son of \_\_\_\_\_residing at \_\_\_\_\_;

All the above Companies hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns) of the **FIRST PART**

AND

**SRIPSK DEVELOPERS LLP. (PAN \_\_\_\_\_)** a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata - 700 020 represented by its Authorised Representative Sri \_\_\_\_\_, (PAN\_\_\_\_\_) (Aadhar\_\_\_\_\_) son of \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **SECOND PART**:

**AND**

[If the Allottee is the company]

\_\_\_\_\_(CIN no. \_\_\_\_\_), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at

\_\_\_\_\_(PAN -\_\_\_\_\_),  
 represented by its authorized signatory \_\_\_\_\_(Aadhar  
 No.\_\_\_\_\_) duly authorized vide board resolution dated  
 \_\_\_\_\_hereinafter referred to as the” Allottee “ (which  
 expression shall unless repugnant to the context or meaning  
 thereof be deemed to mean and include its successor in interest ,  
 executors, administrators, and permitted assignees) of the THIRD  
 PART:

[or]

[If the Allottee is the Partnership Firm **or a LLP**]

\_\_\_\_\_ a partnership firm (or a Limited  
**(or A LLP)** registered under the Indian Partnership Act, 1932 (or  
 registered under the Limited Liability Partnership Act 2008)  
 having its principal place of business at \_\_\_\_\_(PAN -  
 \_\_\_\_\_), represented by its authorized Partner,  
 \_\_\_\_\_(Aadhar No.\_\_\_\_\_) authorized  
 vide \_\_\_\_\_hereinafter referred to as the” Allottee “  
 (which expression shall unless repugnant to the context or  
 meaning thereof be deemed to mean and include the present  
 Partners for the time being of the Firm, the survivor or survivors  
 of them, their heirs, executors and administrators of the last  
 surviving Partner and his /her/ their assigns. ) of the THIRD  
 PART:

[or]

[If the Allottee is an Individual]

(1) Mr. / Ms. \_\_\_\_\_(Aadhar No.\_\_\_\_\_) son /  
 daughter of \_\_\_\_\_, aged about \_\_\_\_\_,  
 residing at \_\_\_\_\_, PAN no. \_\_\_\_\_)and **(2)** Mr. / Ms.  
 \_\_\_\_\_(Aadhar No.\_\_\_\_\_) son / daughter of  
 \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_  
**, PAN no. \_\_\_\_\_)** hereinafter jointly referred to as the”  
 Allottee “ (which expression shall unless repugnant to the  
 context or meaning thereof be deemed to mean and include  
 his/her/their heirs, legal representatives, and permitted  
 assignees) of the THIRD PART:

[or]

[If the Allottee is a HUF]

Mr..... (PAN 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/ residing at ..... , PAN no. ....) hereinafter referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs , executors, administrators, successor in interest and permitted assigns, ) of the THIRD PART:

**WHEREAS:**

- A. The Owners are presently seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5, and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as **27 Matheswartala Road, Kolkata 700046 (Assessee No. 110580700883 under Kolkata Municipal Corporation)** in the State of West Bengal (aggregate land measuring 13645.480 square meters) **Part-I** of **SCHEDULE-A** AND **DEMARCATED** externally bordered in COLOR \_\_\_\_\_ in a Plan annexed hereto and \_\_\_\_\_ marked **Annexure-A.** (hereinafter referred to as **the Said Entire Project Land**).
- B. By a Deed of Gift dated 18<sup>th</sup> July, 2014, registered in the Office of the DSR-III, Alipore, South 24 Parganas, recorded in Book No.I, CD Volume No. 13, Pages from 7119 to 7131, Being No. 05695 for the year 2014, the Owners gifted land measuring

20.72 cottah corresponding to 34,25 decimal on a portion of the Said entire complex to the KMC for construction of a access road more fully described in Part-II of SCHEDULE-A hereinafter referred to as **GIFTED LAND**.

- C. The Owners being interested to develop the Said Entire Project Land for setting up a Hotel and Serviced Apartments , executed a Development Agreement alongwith a Power of Attorney dated \_\_\_\_\_ registered in the Office of \_\_\_\_\_, in Book No.I, Volume No.\_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No.\_\_\_\_\_ for the year \_\_\_\_\_, granting the exclusive right of Development unto and in favor of the Promoter named above.
- D. The Promoter has decided to construct three building blocks wherein the **First Phase will comprise the Service Apartment & the Multi Level Car Parking** and Second Phase will comprise the **Hotel** and Third Phase comprising a G+9 storied residential apartment building , All together shall constitute the “ Complex” and thereafter market, promote and sell/transfer and otherwise deal with the Service Apartment Units by executing necessary Definitive Agreements.

Provided that The Owners /Promoter may purchase further land adjacent to the Said Entire Project land in future and include the same in the Project

- E. The First Phase of the Complex will comprise of one **G +31** storied Building having \_\_\_\_\_ nos premium Serviced Apartment Units constructed on land measuring \_\_\_\_\_ Acres more or less out of the Said Entire Project Land and another Multi-level Car Parking (MLCP) Block more fully described in **Part-III of Schedule -A** and hereinafter referred to as the **FIRST PHASE LAND**.

- F The Second Phase of the Complex shall constitute the **G +10 storied Hotel** and further **on receiving sanction, construction of additional 12(twelve) floors comprising Service Apartments** which will be developed on land measuring \_\_\_\_\_ Acres more or less **with the benefit and use of the MLCP block** more fully described in Part-IV of Schedule-A and hereinafter referred to as the **SECOND PHASE LAND**. !

The Developer is also planning to develop an adjacent plot measuring about 50 decimal where Third Phase of the Project comprising a G+9 storied residential apartment building will be constructed more fully described in Part-V of Schedule - A and hereinafter referred to as **THIRD PHASE LAND**.

The residents of the Third Phase Apartment Building will be entitled to enjoy all the amenities and benefits including Club facilities of the Project

The MLCP block shall, besides being available for use by the occupants of the Service Apartments shall also be available for the beneficial use of parking vehicles of the Hotel and members of the public visiting the hotel, Service apartments and others.

- F. All The Facilities and Amenities, roadways, internal pathways, infrastructure etc. irrespective of their location in any of the phases will be mutually shared by all the phases of the entire Building Complex as part of a common integrated development.
- G. The Promoter obtained a Building Plan being Sanction Plan No. \_\_\_\_\_ dated \_\_\_\_\_ to develop the First Phase/project sanctioned by the Municipal / Panchayet Authorities.
- H. The promoter has registered the project under the provision of the Real Estate (Regulation And Development) Act 2016 (RERA) at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_;
- I. The Promoter has since completed the construction of the Unit and obtained Completion Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ from the Competent Authority.
- J. Pursuant to Expression of Interest by the Allottee dated \_\_\_\_\_ the Promoter granted allotment by issuing a Provisional Booking Letter dated \_\_\_\_\_ to the allottee and thereafter by an Agreement for Sale dated \_\_\_\_\_ executed by and between the Owners/Vendors of the First Part, the Promoter of the Second Part and the Allottee of the Third Part, and registered in the Office of the \_\_\_\_\_ and recorded in Book No.\_\_\_\_\_, Volume No.\_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_ Being No.\_\_\_\_\_ for the year \_\_\_\_\_, the Owners and the Promoter had agreed to sell and the Purchaser had agreed to purchase ALL THAT the Apartment/Unit No..... type ....., on .....floor in Building Block No.....("Building") in the First Phase having carpet area of ..... square feet corresponding to Built-up area of \_\_\_\_\_ square feet demarcated in the Floor Plan annexed hereto and marked **ANNEX-C** and pro rata share (in the "common areas" of Project/First Phase (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath

the building as defined under clause ( n) of section 2 of the Act working out to a Super Built up area of \_\_\_\_ square feet, alongwith exclusive use of the Terrace admeasuring \_\_\_\_ Sq.Ft alongwith the right to use \_\_\_\_ Garage / Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) /Open Car Parking Space (Dependent/Independent)**No.\_\_\_\_ admeasuring\_\_\_\_ square feet ( Car Parking Space)** located on the Basement/Ground/\_\_\_\_ Floor of or around the Building Block for his own use and not otherwise as permissible under the applicable law (hereinafter referred to as the “Apartment/Unit “ as per Unit Plan and Parking Plan annexed hereto and collectively marked **Annex-B** and described in **SCHEDULE B**); (hereinafter referred to as the “**Unit** “) at and for a consideration of **Rs.\_\_\_\_/- (Rupees \_\_\_\_\_only).**

- K. The title Documents of the Owners are more fully described in the **SCHEDULE - E** hereunder;
- L. Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired. And also future phases and all phases will share the common amenities, facilities and services amongst each other.
- M. Other than the project land promoter has plan to add more Land in the entire project land and extend the complex by purchasing more adjacent land for various other phases herein after referred to as Future Phases.
- N. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of each phase of the entire complex including those parts which are under construction by separate bills towards maintenance of common pathways, basic infrastructure etc. and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on



amenities, club and common services divided by the area for which notice of possession has been issued by the builder for and including all the phases and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession (Notice of Possession) in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be common to all the phases.

- O. The occupants of Unit in other phases of the Project including future phases shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually as described in Schedule –D hereunder..
- P. It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easements, rights and appurtenances belonging thereto shall be available mutually for use and enjoyment of the Allottees of the entire Project with further future extensions.
- Q. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_ Square meters only and Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said unit based on the proposed construction and sale of unit to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same in later phases at its discretion.

- R. The Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Complex and in that case the Promoter may decide to provide for a passage way across this Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the unit Owners of this Complex and their Association . The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents/Occupiers of the present Phases/Complex.

**S. RESERVED RIGHTS OF THE PROMOTER:**

**The Promoter will be entitled to following easements and other reserved rights as provided hereunder:**

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the allottees and/or users of areas of units in the building being/to be constructed throughout entire complex and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/**land**.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter , in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Service Apartment, s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as

an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.

- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the sale and transfer of all the Service Apartment, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Service Apartment, s and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised

unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.

- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building **in accordance with** sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Service Apartment,
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any** Building **block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter shall retain for itself , its successors and assigns including all of the Serviced Apartment, Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Service Apartment, s and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.

- (16) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Service Apartment, .
- (17) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings. The Promoter will be responsible for its maintenance and remain liable to pay the electricity charges separately.
- (18) The Promoter reserves the right to allot available Parking space in one phase of the Housing Complex to any Allottee of a Unit in any other phase of the Complex.
- (19) All unsold and unallotted units, areas and spaces in the Building and Project, including parking spaces and other spaces in the basement and anywhere else in the Building project shall always belong to and remain the Property of the Promoter at all times and the Promoter shall continue to remain in overall possession of the unsold and/or unallotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the promoter may deem necessary.
- (20) The Promoter shall without any reference to the Apex body or the association , be at liberty to sell, let, sub-let, dispose of or otherwise deal with in ny manner whatsoever all such unsold and/or unallotted units and spaces

therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Promoter in its sole discretion. The Allottee(s) and/or Organisation or Apex Organisation or Apex Organisations shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever

- (21) With regard to Basements, the Promoter has the right to divide the basement area into Car Parking spaces, store area and/or other areas as may be decided by the Promoter.
- (22) The right to assign or transfer by way of lease, mortgage , sale or otherwise in whole or in part , its rights and obligations in respect of the Apartments/Units .
- (23) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Promoter shall be entitled to sign mortgage deeds , loan agreements and other documentation and do all other acts for securing project finance.

**The Allottee has : -**

- i) fully satisfied himself/herself/themselves as to the title of the Owners/Vendors and the right of the Promoter in respect of the said land.
- ii) inspected the said Development Agreement entered into between the Owner/Vendor and the Promoter.
- iii) inspected the plan sanctioned by the authorities concerned in respect of the unit constructed by the Promoter and agreed not to raise any objection with regard thereto.
- iv) verified the location and site of the unit including the egress and ingress hereof, specifications of the unit and of the complex and also the area of the unit .
- v) confirmed that the right of the Allottee shall remain restricted to the said unit and the Properties Appurtenant Thereto.

- vi) Examined and satisfied themselves about the Terms and Conditions as contained in the Agreement for sale dated \_\_\_\_\_ and agrees to abide by it at all times in future and be bound by the Rules, Regulations and Restrictions contained therein.
- vii) confirmed that the Promoter shall be entitled to change and/or alter and/or modify the said Plan In respect of future phases of the Complex in compliance with section 14 of the RERA Act and other laws as applicable including change of use of any part or portion of the various units to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to such extension.
- viii) satisfied himself/herself / themselves as to the carpet area and the built-up area to comprise in the said unit.
- ix) Structural stability of the unit.
- x) Construction of the unit.
- xi) The fittings and fixtures installed at the said unit.
- xii) Completion and finishing of the unit.
- xiii) The situation of car parking space.
- xiv) The supply of water and electricity to the unit.
- xv) The common facilities and amenities of the Phase/Complex.
- xvi) Examined the Completion Certificate issued by the Competent Authority in respect of the units.

T. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

W. **NOW THIS INDENTURE WITNESSETH** that pursuant to the said Agreement and in consideration of the sum of **Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only)** of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto

the Vendors doth and each of them do hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee ALL THAT THE Apartment Unit No..... type ....., on .....floor in Building Block No.....("Building") having carpet area of ..... square feet corresponding to Built-up area of \_\_\_\_\_ square feet demarcated in the Floor Plan annexed hereto and marked **ANNEX-C** and pro rata share (in the "common areas" of Project/First Phase (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause ( n) of section 2 of the Act working out to a Super Built up area of \_\_\_\_\_ square feet, alongwith exclusive use of the Terrace admeasuring \_\_\_\_\_ Sq.Ft alongwith the right to use \_\_\_\_ Garage / Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) /Open Car Parking Space (Dependent/Independent)**No.\_\_\_\_\_ admeasuring\_\_\_\_\_ square feet ( Car Parking Space)** located on the Basement/Ground/\_\_\_\_ Floor of or around the Building Block for his own use and not otherwise as permissible under the applicable law (hereinafter referred to as the "Apartment/Unit " as per Unit Plan and Parking Plan annexed hereto and collectively marked **Annex-B** and described in **SCHEDULE B**) hereinafter collectively referred to as the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in the Schedule-E to the Agreement for Sale dated \_\_\_\_\_ in common with the other unit Owners **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.



**II. AND THE OWNERS/VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:

a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoter done or executed or knowingly suffered to the contrary the Owners/Vendors are or the Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.

c) The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoter.

d) The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands

whatsoever created occasioned or made by the Owners/Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

g) The Owners/Vendors and the Promoters have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

**III. AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE**

**RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY  
CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS  
AND THE PROMOTER** as follows :-

a) To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Agreement for sale as part and parcel of these presents.

b) To become member and/or share holder, as the case may be, of the Apartment Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organization to be formed as be deemed necessary and expedient by the Promoter and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoter and/or the holding Organization for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organization and to do all the necessary acts deed and things.

IV. It is further stated that as on the date of procurement of completion certificate there is no electric connection in the aforementioned unit.

**THE SCHEDULE-A ABOVE REFERRED TO:**

**PART -I**

**(THE ENTIRE COMPLEX)**

All That the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as **27 Matheswartala Road, Kolkata 700046 (Assessee No. 110580700883**

**under Kolkata Municipal Corporation)** in the State of West Bengal (aggregate land measuring 13645.480 square meters) more fully described in the Plan annexed hereto and marked ANNEX-A

**PART -II**  
**(THE SAID GIFTED LAND)**

ALL THAT land measuring 20.72 cottah corresponding to 34.25 decimal on a portion of the Said entire complex to the KMC for construction of a access road ALL THAT the piece and parcel of land containing an area of 34.25 Decimal equivalent of 20.72 Kottahs (more or less) as per Plan annexed hereto as per ANNEX-A and internally bordered in **RED**.

**PART -III**

**(THE SAID FIRST PHASE/SERVICED RESIDENCE )**

ALL THAT the piece and parcel of land containing an area of \_\_\_\_ Decimal equivalent of \_\_\_\_ Kottahs (more or less) situate lying at and being demarcated part of 27 Matheswartala Road, P.O.\_\_\_\_\_, P.S. Pragati Maidan, (formerly Tangra), Kolkata 700046 as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_.

**PART -IV**

**(THE SAID SECOND PHASE/HOTEL )**

ALL THAT the piece and parcel of land containing an area of \_\_\_\_ Decimal equivalent of \_\_\_\_ Kottahs (more or less) situate lying at and being demarcated part of **27 Matheswartala Road, P.O.**\_\_\_\_\_, P.S. Pragati Maidan, (formerly Tangra), **Kolkata 700046** as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_.

**PART-V**

**(THE THIRD PHASE/APARTMENT BLOCK )**

ALL THAT the piece and parcel of land containing an area of 50 Decimal equivalent of 30 Kottahs (more or less) situate lying in Dag No.357 within jurisdiction of KMC Ward No.58 on **Matheswartala Road, P.O.**\_\_\_\_\_, P.S. Pragati Maidan, (formerly Tangra), **Kolkata 700046** as per Plan annexed hereto as per ANNEX-A and bordered in \_\_\_\_\_.

**THE SCHEDULE-B ABOVE REFERRED TO**  
**(THE SAID SERVICED RESIDENCE, )**

ALL THAT the Serviced Residence Apartment No. \_\_\_\_\_ having carpet area of ..... square feet corresponding to Built-up area of \_\_\_\_\_ square feet as per the Block plan marked ANNEX-B demarcated in the Floor Plan annexed hereto and marked ANNEX-C and pro rata share in the "common areas" (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of \_\_\_\_\_ Sq.Ft in Phase No.-I of the Said Complex named " \_\_\_\_\_ " under construction on the Schedule-A feet more or less on the \_\_\_\_\_ floor of the Residences Block at Premises No. 27 Matheswartala Road, Kolkata 700046 and shown delineated with 'Red' border in the plan annexed hereto, being Annexure 'B', together with Together with Parking space admeasuring 123 Sq.Ft in the Multi storied Parking Building Block 2 located on the in Phase-I Building Block as per Plan annexed hereto AND TOGETHER WITH the right of use and enjoyment of the utilities and facilities from the Shared Common Portions as appurtenances to the said Serviced Residence in common with the Promoter, the Hotel Operator and/or other entity authorized by the Promoter and the other Co-Allottees.

**THE SCHEDULE-C ABOVE REFERRED TO**  
**(SPECIFICATION)**

**PART-A**

**(SPECIFICATIONS)**

- **Living, Dining , Bedrooms:**
  - Flooring : Bare finish for all Habitable spaces
  - Wall Finish : POP/Putty
  - Ceiling : Bare
  - Windows : Aluminum Windows
  - Doors & Frame : Main door will be provided.
  - Electricals : Point will be provided till the DB box at flat entrance
- **Balcony :**
  - Flooring : Anti skid tiles finish
  - Wall : Paint finish

Railing : Glass & SS railing  
 Door : Glass sliding door

- **Toilet :**  
 Flooring : Bare finish with provision of plumbing and electrical  
 Windows : Aluminum Windows
- **Kitchen :**  
 Flooring : Bare finish with provision of plumbing and electrical  
 Windows : Aluminum Windows
- **Servant's Room & toilet :**  
 Flooring : Tiles finish  
 Wall : POP/Putty  
 Ceiling : POP/Putty  
 Door : Door will be provided  
 Electricals : Point will be provided  
 Plumbing : Fittings will be provided

**THE SCHEDULE-D ABOVE REFERRED TO:**

**(THE COMMON AREA/COMMON PARTS & FACILITIES)**

**PART-I**

**RESIDENCES BLOCK COMMON PORTIONS**

1. Exclusive Lobby and entrance Foyer in the ground floor of the northern tower also having a Meeting area and waiting Lounge.
2. All staircases of the Residences Block along with their full and half landings with stair covers on the ultimate roof.
3. 3 high-end automatic lifts and 1 (one) service lift along with lift room and lift shafts and the lobby in front of it on typical floors and ground floor. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
4. Effective Fire fighting system designed to detect and fight fire.
5. Underground water reservoir.

6. Overhead water tank with effective water distribution system to the Residences.
7. Water supply pump room for fire beside the Under Ground water reservoir.
8. Effective access control and security system.
9. Dedicated Gas bank at ground level (if applicable)
10. Space earmarked for effective garbage disposal system with collection room in lower ground level of the northern tower.
11. Communication/security and fire alarm room in the ground floor of the northern tower.
12. Space earmarked for AHU/Electrical & LV equipment/UPS in the ground floor of the northern tower.
13. Electrical metering room in the ground floor of the northern tower.
14. Common toilet in the Ground Floor along with one toilet for the differently abled.
15. Requisite arrangement of Intercom / EPABX with connections to each individual Residence from the reception in the ground floor.
16. Residents' lawn with outdoor area and kids play area with water-features and seating.
17. A decorated landscape at the entrance of the Ground floor.
18. Entrance and exit gates of the said Residences Block secured with UVSS, boom barriers & bollards and paths passages and driveways earmarked for and in respect of the Residences Block.
19. Decorated drop-off in the ground floor entrance of the Residences Block.
20. Residents' Club with lift lobby & exclusive lounge, well-equipped Gymnasium, Change rooms, yoga, , multi function room, pantry, outdoor lounge & exclusive kids playroom.
21. Swimming pool with kids pool at rooflevel, semi- covered seating area, outdoor deck.
22. MultipurposeHall on the south-eastern part of the groundfloor of the Residences Block Building.

The Allottee is aware that the Promoter is not in the business of or providing services proposed to be provided by the Service Providers such as cable operators, security services, electrical and telecom services etc . The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers . The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance /non performance or otherwise of these services provided by the respective Service Providers.

## **PART-II**

### **(SHARED COMMON PORTIONS)**

1. Area designated for installation of common Stand-by Diesel generator sets.
2. Waste water and sewerage evacuation piping network to the sewage treatment plant.
3. Balancing tank and plant room for the shared facilities.
4. Electrical & DG panel room.

5. Space earmarked at lower ground level for shared services namely fan room/electrical room etc.
6. Space earmarked in the ground level for Electrical transformer with transformer.
7. 33 KV electrical substation and HT panel room in the ground level of the premises.
8. HSD yard in the ground level.
9. Joint Security cabin at entry gate-, if any.

**(LIMITED COMMON AREAS AND FACILITIES )**

**(If available in the Complex)**

1. Open, Mechanical and covered Car Parking areas(Dependent/Independent);
2. specified area in Basement not declared to be common.;
3. Exclusive right of use of Garden space attached to an Service Apartment, ;
4. Demarcated area of terrace/roof appurtenant to a particular Service Apartment, ;
5. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
6. Open Terrace of any Floors of the Block;
7. The elevation and exterior of the Block;
8. Storage areas ;
9. Basement not meant for common use;
10. Any community or commercial/**other** facility which is not meant for common use;
11. Daily Convenience Store with Milk, Fruits, Vegetables and other edibles;
12. Beauty Parlour **and other commercial facilities** within the Project or entire Complex.
13. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

**THE SCHEDULE - E ABOVE REFERRED TO**

**(TITLE DEEDS)**

The Owners purchased the Said Land by following registered Conveyance Deeds at the office of DSR-II, District South 24 Parganas, Alipore in Book No.

1

Sl. No.	Date	Deed No.	Book no.	Volume No.	Pages	Year
1	27.08.2013	07906	I	6	460 to 487	2013



**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED and DELIVERED** by the  
**OWNERS/VENDORS** at Kolkata in the presence of:-  
**FOR** \_\_\_\_\_

\_\_\_\_\_

( \_\_\_\_\_ )  
**AUTHORISED SIGNATORY AND  
 CONSTITUTED ATTORNEY**

1.

2.

**SIGNED and DELIVERED** by the  
**PROMOTER** at Kolkata in the  
 presence of :

1.

2.

**SIGNED and DELIVERED** by the  
**ALLOTTEE** at Kolkata in the  
 presence of :

1.

2.

**MEMO OF CONSIDERATION**

RECEIVED from within-named Allottee/s the  
 Within-mentioned sum of **Rs.**\_\_\_\_\_/ - on  
 account of full amount of the Consideration  
 Money by several cheques of different Drawn  
 in favour of the PROMOTER on diverse date... **Rs.**\_\_\_\_\_/ -

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

WITNESSES:-

1.

2.

Signature Of The Promoter

Drafted by me