

DEED OF CONVEYANCE

1. Date: _____ **Day of** _____, 202____ (**Two Thousand And Twenty-_____**)

2. Place: Kolkata

3. Parties:

GADIA ASSOCIATES PVT. LTD.

Abhishek Khoria

Authorised Signatory

- 3.1 **Niladri Ghosh** son of Late Sushanta Ghosh, by faith Hinduism, by nationality Indian, by occupation Service residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal, [PAN BPIPG1833F], [Aadhaar No. 7340 0443 1518] & [Phone No. 9748759710];
- 3.2 **Minor Tiyaasha Ghosh** daughter of Late Sushanta Ghosh, by faith Hinduism, by nationality Indian, by occupation student, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal [Aadhaar No. 7670 2326 3674] & [Phone No. 9748759710], represented by her lawfully appointed guardian under the Guardian & Wards Act, (Act VIII of 1890), namely Niladri Ghosh son of Late Sushanta Ghosh, by faith Hinduism, by nationality Indian, by occupation Service, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal [PAN BPIPG1833F], [Aadhaar No. 7340 0443 1518] & [Phone No. 9748759710];
- 3.3 **Raj Kumar Ghosh** son of Late Nabakumar Ghosh, by faith Hinduism, by nationality Indian, by occupation Business, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal, [PAN AZEPG8148C], [Aadhaar No. 7531 7280 3482]
- 3.4 **Sandhyarani Ghosh** wife of Late Nabakumar Ghosh, by faith Hinduism, by nationality Indian, by occupation Housewife, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, District South 24 Parganas, Kolkata 700 151, West Bengal, [PAN CDNPG4415M], [Aadhaar No. 3156 9168 0388]
- 3.5 **Mita Das** wife of Late Sanjay Das, by faith Hinduism, by nationality Indian, by occupation Service, residing at Dwarir Road, Post Office Rajpur-Sonarpur, Police Station Sonarpur, District South 24 Parganas, Kolkata-700 151, West Bengal, [PAN AOIPD0351F], [Aadhaar No. 6266 0900 5005]
- 3.6 **Swapan Kumar Ghosh** son of Late Kamal Krishna Ghosh, by faith Hinduism, by nationality Indian, by occupation Business, residing 68, Jiban Mohini Ghosh Park, Post Office and Police Station Haridebpur, Kolkata 700 082, West Bengal, [PAN AWCPG0204G], [Aadhaar No. 5742 4842 0358];
- 3.7 **Surojeet Kumar Ghosh** son of Mr. Swapan Kumar Ghosh, by faith Hinduism, by nationality Indian, by occupation Service, residing 68, Jiban Mohini Ghosh Park, Post Office and Police Station Haridebpur, Kolkata 700

082, West Bengal, [PAN DKVPG9913A], [Aadhaar No. 5761 9807 1776];

All are represented by their constituted attorney namely **Messieurs Gadia Associates Private Limited, [PAN AAACG9834D]** a private limited company, governed under the Companies Act, 2013, having its registered office at 209, Chittaranjan Avenue, 4th Floor, Post Office Beadon Street, Police Station Girish Park, Kolkata 700006, West Bengal, being represented by his authorised signatory namely _____ (**Aadhaar No. _____**) (**PAN _____**) son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, West Bengal, by virtue of a Board Resolution dated _____, hereinafter collectively referred to as the **Said Owners/Vendors** (which expression shall unless contrary and/or repugnant to the context Include its successors-in-interest and/or assigns)

And

3.8 **Messieurs Gadia Associates Private Limited, [PAN AAACG9834D]** a private limited company, governed under the Companies Act, 2013, having its registered office at 209, Chittaranjan Avenue, 4th Floor, Post Office Beadon Street, Police Station Girish Park, Kolkata 700006, West Bengal represented by its authorised signatory by _____ (**Aadhaar No. _____**) (**PAN _____**) son of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, hereinafter referred to as the,

hereinafter referred to as the **Said Promoter** (which expression shall unless contrary and/or repugnant to the context include Its successors-in-interest and/or assigns)

AND

3.9 _____ son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, State, India (Aadhaar No. _____) (PAN _____) (Phone No.____), (DOB____),

3.10 _____ son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District - _____, PIN _____, State, India (Aadhaar No. _____) (PAN _____) (Phone No.____), (DOB____),

hereinafter referred to as the **"Allottee/Buyer"** (which expression repugnant to the context meaning thereof be deemed to mean and include its heirs, executor, administrator, successor-in-interest, and permitted assigns)

GADIA ASSOCIATES PVT. LTD.

Abhishek Khoria

Authorised Signatory

Land Owners/Vendor, Promoter/Developer and Allottee/Buyer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 **Said Apartment:** Residential Apartment No. _____, on _____ (_____) Floor, having Carpet Area of _____ (_____) Square Feet, more or less, [Super Built-up Area of _____ (_____) Square Feet], more or less, _____ BHK type, in Tower No. _____ ("Building") along with _____ (_____) Covered/Open to Sky Car Parking Space vide No. _____ (_____) in Said Building, for parking of medium size car at the Ground Floor/Level, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Said Apartment" more particularly described in **Schedule B** and the Floor **Plan** of the Said Apartment is annexed hereto and marked as **Schedule B-1**), being part of the Real Estate Project, registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, (**RERA/Act**), and the West Bengal Real Estate (Regulation and Development) Rules, 2021 (**Rules**), and other rules, regulations, circulars and rulings issued thereunder from time to time, with the West Bengal Real Estate Regulatory Authority (**Authority**) at Kolkata on _____, 2023 under Registration No. _____, the Real Estate Project is constructed on ALL THAT Land classified as *Bastu* measuring about 8.2500 (Eight Point Two Five Zero) decimal, more or less, equivalents to 5 (Five) Cottah, more or less, out of 56 (Sixteen) decimal, being a portion of R.S. Dag No. 858 corresponding to L.R. Dag No. 1007 (One Thousand Seven), recorded in L.R. Khatian Nos. 3421, 3424, 2091, 3423, 4659 (arising from old LR Khatian No. 3422) & 4660 (arising from old LR Khatian No. 3422), *Mouza Jagaddal*, J.L. No. 71, Police Station Sonarpur, within the limits of Ward No. 26 of the Rajpur-Sonarpur Municipality, Dr. B. C. Roy Road, Charaktala, Jagaddal, Kolkata 700151, Additional District Sub-Registrar Sonarpur, in the District of South 24 Parganas, West Bengal and more particularly described in the **Part-I** of the **Schedule A** below (**Said Land**). The Real Estate Project has been developed as the Said Complex named **Merdian Galaxia**,

4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.

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- 4.3 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in the **Schedule C** below (**Common Areas**).
- 4.4 **Said Apartment:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 above, being the Apartment, the Share In Common Areas and the Land Share, respectively, which are collectively described in the **Schedule B** below (collectively **Said Apartment**).

5. Background

- 5.1 **Entitlement to Said Complex:** The Land Owners/Vendors are the jointly entitled to the Said Land ("**Project Property**"). The Land Owners/Vendors have become entitled to the Said Land by several Deeds of Conveyances. The Details of Ownership are morefully described in the **Part-II** of the **Schedule-A** below. The details pertaining to the title of the Land Owners/Vendors to the Said Land are elucidated in the Title Reports which have been uploaded on the website of the West Bengal Real Estate Regulatory Authority (collectively **Title Report**).
- 5.2 **Development Agreement:** For the purposes of developing the Said Complex, the Land Owners/Vendors and the Promoter have entered into a Development Agreement, dated 14th May, 2024, registered before the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2024, Page from 77954 to 78001, being No. 160804024 for the year 2024 and subsequently the Owners herein had executed a Power of Attorney in favour of the Promoter conferred certain power mentioned in the said Power of Attorney dated, 14th May, 2024, registered before the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2024, Page from 105107 to 105133, being No. 160804030 for the year 2024 (collectively "**Development Agreement**"). In terms of the Development Agreement, the Promoter/Developer has become entitled to transfer, encumber or otherwise alienate or dispose of the Apartments and other transferrable spaces in the Said Block/Building/Said Complex (as and where defined herein).
- A. **Allocation Agreement:** In furtherance to the Development Agreement the Land Owners and Promoter had entered into a supplementary Allocation Agreement dated _____, and thereby the Land Owners and Promoter have allocated the Flats/Unit/ Car Parking amongst themselves in the following manner:

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(Land Owner's Allocation): -

Sl. No.	Landlord Name	Flat No.	Floor No.	Area in Square feet (Super Built Up Area)
1	Niladri Ghosh & Tiyaasha Ghosh	Flat No. 1A	First	600 Sq. Ft.
2	Raj Kumar Ghosh	Flat No. 2A	Second	600 Sq. Ft.
3	Mita Das & Sandhyarani Ghosh	Flat No. 3A	Third	600 Sq. Ft.
4	Swapan Kumar Ghosh & Surojeet Ghosh	Flat No. 4A	Fourth	600 Sq. Ft.

(Developer's Allocation):-

Sl. No.	Flat No.	Floor No.	Area in Square feet (Super Built Up Area)
1	Flat No. 1B	First	700 Sq. Ft.
2	Flat No. 1C	First	900 Sq. Ft.
3	Flat No. 2B	Second	700 Sq. Ft.
4	Flat No. 2C	Second	900 Sq. Ft.
5	Flat No. 3B	Third	700 Sq. Ft.
6	Flat No. 3C	Third	900 Sq. Ft.
7	Flat No. 4B	Fourth	700 Sq. Ft.
8	Flat No. 4C	Fourth	900 Sq. Ft.
9	Covered Parking	Ground	3 units
11	Shop A	Ground	226 Sq. Ft.
12	Shop B	Ground	185 Sq. Ft.
13	Shop C	Ground	136 Sq. Ft.
14	Shop D	Ground	153 Sq. Ft.
15	Storeroom	Ground	280 Sq. Ft.

- 5.3 **Real Estate Project:** The Said Land is earmarked for the purpose of building a residential project comprising one G+IV storied Building and car parking spaces and the said project shall be known as **MERIDIAN GALAXIA ("Said Complex")**. The development of the Said Complex inter alia consisting of one G+IV storied Building & **03** numbers of Car Parking Spaces being constructed on the Said Complex, and proposed as a **"real estate project"** (**the Real Estate**

Project or Project"), under the provisions of the Act, Rules and other rules, regulations, circulars and rulings issued thereunder from time to time.

- 5.4 **Sanction of Plans & Commencement of Building:** The Promoter/Developer has obtained the layout plan, sanctioned plan vide **Building Permit No. 59/C3/26/01 dated 19th Day of August, 2021** by the Rajpur-Sonarpur Municipality (**RSM**).
- 5.5 **Registration under the Act:** The Promoter/Developer has registered the Real Estate Project under the provisions of the RERA with the Authority at Kolkata on ____ Day of _____, 2025 under Registration No. _____.
- 5.6 **Announcement:** The Promoter/Developer formulated a scheme and announced allotment of Apartments and parking spaces to prospective purchasers (Buyers).
- 5.7 **Agreement with Allottees/Buyers:** The Allottees/Buyers, intending to buy, upon full satisfaction of the Land Owners/Vendors' entitlement and the Promoter/Developer's authority to transfer, applied for allotment of the Said Apartment and the Promoter/Developer has allotted the same to the Allottees/Buyers, who, in due course, entered into an agreement dated ____ Day of _____, 202____, vide registered in Book-I, Volume No. _____, at Pages _____ to _____, being No. _____ for the year _____, before _____, _____ (**Said Agreement**) for transfer of the Said Apartment, on the terms and conditions contained therein.
- 5.8 **Construction of Said Block/Building:** The Promoter/Developer has completed construction of the Said Block/Building.
- 5.9 **Completion Certificate/Occupancy Certificate:** The Promoter/Developer on completion of the construction of the Said Building/Tower has obtained the Completion Certificate/Occupancy Certificate from the Competent Authority Vide No. _____ dated _____.
- 5.9 **Conveyance to Allottees/Buyers:** In furtherance of the above, the Land Owners/Vendors and the Promoter/Developer are completing the Conveyance of the Said Apartment in favour of the Allottees/Buyers, by these presents, on the terms and conditions contained herein.
- 5.10 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Allottees/Buyers confirm that the Allottees/Buyers have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:

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5.10.1 **Understanding of Scheme by Allottees/Buyers:** The undertaking and covenant of the Allottees/Buyers that the Allottees/Buyers have understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:

- i) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Allottees/Buyers and other allottee(s) on a non-exclusive basis are listed in the Schedule C hereunder written.
- ii) **Said Complex Included Amenities:** The common areas, facilities and amenities in the Said Complex including the Real Estate Project that may be usable by the Allottee and other allottee(s) in the Said Complex on a non-exclusive basis (**Said Complex Included Amenities**) are listed in the **Schedule D** hereunder written.

5.10.2 **Satisfaction of Allottees/Buyers:** The undertaking of the Allottees/Buyers to the Land Owners/Vendors and the Promoter/Developer that the Allottees/Buyers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Land Owners/Vendors, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Land Owners/Vendors and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Allottees/Buyers and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Allottees/Buyers hereby accept the same and shall not raise any objection with regard thereto.

5.10.3 **Rights Confined to Said Apartment:** The undertaking of the Allottees/Buyers to the Land Owners/Vendors and the Promoter/Developer that the right, title and interest of the Allottees/Buyers are confined only to the Said Apartment and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property/Said Complex and the Said Block/Building to third parties at the sole discretion of the Promoter/Developer, which the Allottees/Buyers hereby accept and to which the Allottees/Buyers, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 **Hereby Made :** The Land Owners and the Promoter/Developer hereby sell, convey and transfer to and unto the Buyers/Allottees, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment, described in the Schedule B below.

7. Consideration and Payment

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- 7.1 **Consideration:** The aforesaid conveyance of the Said Apartment is being made by the Land Owners and the Promoter/Developer in consideration of a sum of Rs. _____/- (Rupees _____), paid by the Buyers/Allottees to the Owners and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

8. Terms of Transfer

- 8.1 **Title, Sanctioned Plans and Construction:** The Buyers/Allottees have examined or caused to be examined the following and the Buyers/Allottees are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Block/Building and the Said Apartment;
- (b) The sanctioned plans sanctioned by the RSM;
- (c) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment including the quality, specifications, materials, workmanship and structural stability thereof.

- 8.2 **Measurement:** The Allottees/Buyers have measured the area of the Said Apartment and is satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

- 8.4 **Salient Terms:** The transfer of the Said Apartment being effected by this Conveyance is:

- 8.4.1 **Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.

- 8.4.2 **Absolute:** absolute, irreversible and in perpetuity.

- 8.4.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lispendens*, attachments, liens, charges, mortgages, trusts, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions.

- 8.4.4 **Benefit of Common Areas:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule**

C below, in common with the other co-owners of the Said Block/Building, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartment in the Said Block/Building).

8.5 **Subject to:** The sale of the Said Apartment being effected by this Conveyance is subject to:

8.5.1 **Payment of Rates & Taxes:** the Buyers/Allottees regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, *khazna*, *Panchayat* Taxes, Lease Premium, Lease Rent etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment.

8.5.2 **Payment of Maintenance Charge:** the Buyers/Allottees regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in the **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).

8.5.3 **Observance of Covenants:** the Buyers/Allottees observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.

8.5.5 **Indemnification by Buyers/Allottees:** indemnification by the Buyers/Allottees about the Buyers/Allottees faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers/Allottees hereunder. The Buyers/Allottees agree to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyers/Allottees.

9. Possession

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment has been handed over by the Promoter/Developer to the Buyers/Allottees, which the Buyers/Allottees admit, acknowledge and accept.

10. Outgoings

10.1 **Payment of Outgoings:** All municipal taxes on the Said Apartment, relating to the period till the date of expiry of the notice of possession of the Said Apartment to the Buyers/Allottees (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes

and levies relating to the Said Apartment from the Date Of Possession shall be borne, paid and discharged by the Buyers/Allottees.

11. Holding Possession

11.1 Buyers/Allottees Entitled: The Owners and the Promoter/Developer hereby covenant that the Buyers/Allottees shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyers/Allottees, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

12. Further Acts

12.1 Owners and Promoter/Developer to do: The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers/Allottees and/or successors-in-interest of the Buyers/Allottees, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers/Allottees to the Said Apartment.

13. Defect Liability:

13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the RSM.

13.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyers/Allottees and/or any other buyer in the Real Estate Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work undertaken by the Buyers/Allottees and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Buyers/Allottees are aware that the Said Block/Building is a RCC structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at

various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyers/Allottees and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

13.3 It is clarified further that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyers/Allottees or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipment (e) accident and (f) negligent use.

13.4 Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyers/Allottees ends before the defect liability period and such warranties are covered under the maintenance of the Said Complex and if the annual maintenance contracts are not done/renewed by the Buyers/Allottees, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Real Estate Project/Project Property as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Buyers/Allottees have been made aware and the Buyers/Allottees expressly agree that the regular wear and tear of the Real Estate Project/Project Property excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20^o Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyers/Allottees it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Real Estate Project/Project Property, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Said Apartment and in the workmanship executed.

14. General

14.1 **Conclusion of Contract:** The Parties have concluded the contract in respect of the Said Apartment by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as

contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

- 14.2 Overriding Effect:** It is clarified that this Conveyance shall supersede and/or shall have overriding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

15. Interpretation

- 15.1 Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

Schedule A

Part-I (Said Land)

ALL THAT Land classified as Bastu measuring about 8.2500 (Eight Point Two Five Zero) decimal, more or less, equivalents to 5 (Five) Cottah, more or less, out of 56 (Sixteen) decimal TOGETHERWITH 150 Sq. Ft Old dilapidated Kachha structure, being a portion of R.S. Dag No. 858 corresponding to L.R. Dag No. 1007 (One Thousand Seven), recorded in L.R. Khatian Nos. 3421 (1.8125 Decimal), 3424 (1.8125 Decimal), 2091 (1.00 Decimal), 3423 (1.8125 Decimal) & 4659 (arising from old LR Khatian No. 3422) & 4660 (arising from old LR Khatian No. 3422) (1.8125 Decimal), Mouza Jagaddal, J.L. No. 71, Police Station Sonarpur, within the limits of Ward No. 26 of the Rajpur-Sonarpur Municipality, Dr. B. C. Roy Road, Charaktala, Jagaddal, Kolkata 700151, Additional District Sub- Registrar Sonarpur, in the District of South 24 Parganas, West Bengal. The Said Land is butted and bounded as follows-

On the North	:	40' Feet Wide Dr. B C Roy Road
On the East	:	By Land of LR Dag No. 858
On the South	:	By Land of LR Dag No. 858
On the West	:	By Land of LR Dag No. 858

PART II
(Details of Ownership)

The Land Owners have represented and warranted to the Promoter as follows:

- (i) The land originally belonged to Pashupatinath Ghosh, Kiranbala Ghosh, Sailendranath Mukhopadhyay and their names were correctly recorded in R.S. Khatian No. 737. Said Pashupatinath Ghosh, Kiranbala Ghosh, Sailendranath Mukhopadhyay amicably partitioned their property and possessing with pacific demarcation. The Sailendranath Mukhopadhyay, executed a Deed of Sale of Land measuring an area 18.66 Decimals in favour of Bhola Nath Ghosh by a registered Sale Deed dated 07.04.1961, vide Being No. 2762 for the year 1961, registered before SRO Baruipur, 24 Parganas, recorded in Book I, Volume No. 43 at pages 57-58.
- (ii) Thereafter said Bholanath Ghosh executed a Deed of Gift land measuring an area 08.25 Decimals in favour his daughter Snadhya Rani Ghosh by a registered Deed of Gift Being No. 75 dated 09.01.1962.
- (iii) Thereafter said Sandhya Rani Ghosh constructed a dwelling housed thereon and started living with her family and also mutated her name in L.R. Khatian No. 2091.
- (iv) Said Sandhya Rani Ghosh executed a Deed of Gift 26.09.2014 in favour of her two sons and two daughters by a register Deed of Gift by Book No. I, CD Volume No. 21, Pages 7236 to 7251, Being No. 10047 for the year 2014, duly registered in the office of A.D.S.R. Sonarpur.
- (v) On the same date said two sons and two daughters executed another Deed of Gift measuring 01 Decimal of land in favour of their mother by a register Deed of Gift by Book No. I, CD Volume No. 21, Pages 7212 to 7235, Being No. 10048 for the year 2014, duly registered in the office of A.D.S.R. Sonarpur.
- (vi) Sushanta Ghosh and Others, after obtaining the said property duly mutated their names in the records of B.L. & L.R.O. under L.R. Khatian No. 3421, 3424, 3423, 3422, in the respect of their land.
- (vii) Said Sushanta Ghosh, Raj Kumar Ghosh, Sandhya Rani Ghosh, Mita Das, Rita Ghosh, are thus well seized and possessed of or otherwise well and sufficiently ALL THAT Said Land.

- (viii) Said Rita Ghosh died intestate on 09.11.2020, leaving behind her husband namely Swapan Kumar Ghosh, and one son namely Surojeet Kumar Ghosh as the legal heirs and representatives.
- (ix) Said Sushanta Ghosh, Raj Kumar Ghosh, Sandhya Rani Ghosh, Mita Das, Swapan Kumar Ghosh and Surojeet Kumar Ghosh, are thus the absolute joint owners of the aforesaid property.
- (x) Said Sushanta Ghosh subsequently died intestate, on 31.05.2021, leaving behind one son namely Niladri Ghosh and minor daughter namely Tiyasha Ghosh.
- (xi) Said Niladri Ghosh son of Late Sushanta Ghosh by virtue of an order dated 03.01.2024 passed by the Ld. District Judge, Alipore, South 24 Parganas, has been appointed as the legal guardian of said minor daughter Tiyasha Ghosh under the Guardian & Wards Act, (Act VIII of 1890)

**THE SCHEDULE 'B'
ABOVE REFERRED TO
(Said Apartment)**

- (a) ALL THAT Residential Apartment No. _____, having Carpet Area of _____ (_____) Square Feet [Super Built-up Area of _____ (_____) Square Feet], _____ type, on _____ (_____) Floor in G+IV storied building namely **Meridian Galaxia** ("Building") _____ (_____), **[Apartment]** constructed on the Said Complex namely **Meridian Galaxia**, lying and situated at the Said Land morefully described in the **Part-1** of Schedule **A** above.
- (b) Covered/Open to Sky Car Parking Space vide No. _____ (_____) measuring about 135 Sq. ft in the Said Building, for parking of medium size car at the Ground Floor/Level **[Car Parking]**.
- (c) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Tower/Building, as be attributable and appurtenant to the Said Apartment **[Land Share]**;
- (d) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule E below, as be attributable and appurtenant to the Said Apartment, subject to the

terms and conditions of this Agreement.

**THE SCHEDULE 'B-1'
ABOVE REFERRED TO
(Floor Plan)**

PLAN OF THE APARTMENT MARKED AS SCHEDULE 'B-1' IN SEPARATE SHEET

**SCHEDULE 'C'
(Common Areas Of the Real Estate Project)**

COMMON AREAS

- (a) Entrance Lobby at the ground level of the Said Building
- (b) Lobbies on all floors and staircase(s) of the Said Building
- (c) Lift machine room and lift well of the Said Building
- (d) Water reservoirs/tanks of the Said Building
- (e) Water supply pipeline in the Said Building (save those inside any Apartment)
- (f) Drainage and sewerage pipeline in the Said Building (save those inside any Apartment)
- (g) Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common areas of the Said Building
- (h) Electricity meter(s) for common installations and space for their installation
- (i) Lift and allied machineries in the Said Building
- (j) External walls of the Said Building;
- (k) Roof Area
- (l) Stair Room

BASIC FACILITIES:

Said Parking Space, being the right to park ____ (___) medium sized car, in the Covered car parking space, at the Ground Floor of the Said Building, in the Said Complex;

COMMON AMENITIES

GADIA ASSOCIATES PVT. LTD.

Abhishek Khoria

Authorised Signatory

- a) Common Paths, passages, driveways within the entire Project as intended to be provided by the Promoter, excluding however the areas reserved by the Promoter for parking of motor cars and other vehicles for other purposes and/or those allotted and/or provided to specific unit-Allottee/s.
- b) Drainage and sewerage system
- c) Other areas and installations as be planned by the Promoter/ Developer.

Schedule 'D'
(Easements or Quasi Easements)

(Part-I)
For Promoter and/or MMC

(The under mentioned rights easements and quasi easement privileges shall be reserved for the Promoter and/or the maintenance company)

1. The right to passage in common with the Allottee and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said apartment) of the other part or parts of Meridian Galaxia through pipes, drains, wires, conduits lying or being under through or over the said apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of Meridian Galaxia for all purposes whatsoever.
2. The right of protection for other portion or portions of Meridian Galaxia by all parts of the Said apartment as far as they now protect the same or as may otherwise become vested in the Allottee by means of structural alterations to the Said apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of Meridian Galaxia.
3. The right of the Promoter, Occupier(s) and/or management company for the purpose of ingress and egress to and from such Part or parts of Meridian Galaxia the front entrances inside staircase, electrical installation open and covered space and other common passages or internal roads, connecting roads of all phases of Meridian Galaxia.
4. The right of the Promoter/Management Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir as aforesaid PROVIDED ALWAYS the Promoter and other person or persons shall give to the Allottee twenty-four hours' prior notice in writing of their intention of such entry as aforesaid.

Part-II
(For Allottee/s)

1. The Allottee/s shall be entitled to all rights privileges, vertical and lateral supports easements, quasi easements whatsoever belonging to or in any way appertaining to the Said apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Promoter the rights easements, quasi-easements privileges hereinbefore more particularly set forth in the F SCHEDULE hereto.
2. The right of access and passage in common with the Promoter or the co-Owner/Promoter and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in Meridian Galaxia and /or its phases and the Said Land.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said apartment.
4. The right of support shelter and protection of the Said apartment by or from all parts of Meridian Galaxia so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said apartment through pipes drains wirers and conduits lying or being in under through or over Meridian Galaxia and the Said Land so far as may be reasonably necessary for the beneficial occupation of the Said apartment and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Allottee/s to enter from time to time upon the other parts of Meridian Galaxia the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing, or cleaning any parts of the Said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving previous notice in writing of its intention so to enter to the Owner/Promoter and occupiers of the other units and portion of Meridian Galaxia.

SCHEDULE 'E'
(Covenants)

That from date of possession of the Said Apartment the Allottee/s agree and covenant, as follows:

- i. To co-operate with the other co Allottee/s in the management and maintenance of the said building(s).
- ii. To observe the rules framed from time to time by the Promoter/ Maintenance Management Company and become a member of the association of Apartment Owner/Promoter who shall collectively observe the rules framed from time to time by the Service Company.
- iii. To use the said Apartment for residential purposes only and for no other purposes whatsoever without the consent in writing of the Promoter.
- iv. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Apartment and proportionately for the building(s) and/or common parts/parts and wholly for the said Apartment (s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter/ Maintenance Management Company. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Apartment has been taken or not by the Allottee/s. The Allottee/s shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to such Holding Organization.
- v. The Allottee/s shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the **Schedule-H** hereunder written at such rate as may be decided, determined and apportioned from the date of possession and upon formation and transfer of management of the building(s) to the Holding Organization such payments are required to be made without any abatement or demand.
- vi. To deposit the amounts reasonably required with Promoter/ Maintenance Management Company towards the liability for rates and taxes and other outgoings.

- vii. To pay charges for electricity in or relating to the said Apartment wholly and proportionately relating to the common parts.
- viii. Not to subdivide the said Apartment and/or the Parking Space if allotted or any portion thereof.
- ix. To maintain or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the building(s).
- x. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment or in the compound or any portion of the building(s).
- xi. Not to store or bring and allow being stored in the said Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building(s) or any portion of any fittings or fixtures thereof including windows, doors, floors etc, in any manner.
- xii. Not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiii. Not to damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- xiv. Not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which differs from the colour scheme of the building(s) or deviation or which may affect the elevation in respect of the exterior walls of the said building(s).
- xv. Not to make in the said Apartment any structural addition and/or alterations such as beams, columns, partition walls etc, or

- improvements of a permanent nature except with the prior approval in writing of the Local Civic Authority and/or any concerned authority as and when required.
- xvi. Not to use the said Apartment or permit the same to be used for any purposes whatsoever other than residential purpose/ as has been granted and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building(s) or to the Owner/Developer and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Nursing Home, Amusement or Entertainment Centre, Catering Place, Dispensary or a Meeting Place or for industrial or commercial activities whatsoever.
- xxiii. To abide by such building(s) rules and regulations as may be made applicable by the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building(s) rules and regulations of such Holding Organization.
- ~~xxiv.~~ Not to cause obstruction in the parking area of anybody including other Allottee/s in the Complex and Not to park any car or permit any car to be parked in any open area or unsold car parking area.
- xxv. To use the said car parking space for parking of cars belonging to the Allottee/s and/or to the members of his family and not to allow any other person or strangers to park their cars in the car parking space allotted to the Allottee/s.
- xxvi. The proportionate rate payable by the Allottee/s for the common expenses shall be decided from time to time and the Allottee/s shall be liable to pay all such expenses wholly if it relates to the Allottee/s Apartment only and proportionately for the building as a whole. The statement of account of the appointment of the charges as prepared by the Maintenance Co. shall be conclusive and final. The Allottee/s shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said

building(s) to the Holding Organization in terms of these presents, the employees of the Owner/ Promoter such as watchmen, security staff, liftmen, etc, shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment and the Allottee/s shall not be entitled to raise any objection thereto and hereby consents to the same.

- xxvii. So long as such Apartment in the Said Land shall not be separately mutated and assessed the Allottee/s shall pay the proportionate share of all rates and taxes.
- xxviii. The Allottee/s admits and accepts that before the execution and registration of conveyance deed of the Said Apartment, the Allottee/s will be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement on payment of @ 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:
- (a) The Allottee/s shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
 - (b) The Allottee/s shall obtain prior written permission of the Promoter and the Allottee/s and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
 - (c) The Allottee/s shall pay an additional legal fee of Rs.25,000/- (Rupees Twenty-Five Thousand Only) to the Promoter towards the tripartite Nomination Agreement.

- xxix. The Promoter shall provide a common recreation center for the Allottee/s of Apartment in "Meridian Galaxia". The detailed terms and conditions of governing use of the common recreation center will be formulated and circulated in due course before or after the recreation center is made operational. The Allottee/s shall abide by the said rules and regulations. The Promoter reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the common recreation center.
- xxx. The Allottee/s shall become member of the Association of Allottee/s as and when the same is formed and the Association of Allottee/s shall be in respect of the Said Complex.
- xxxi. The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Allottee/s.
- xxxii. The name of the Project is and shall be "Meridian Galaxia". The Building and of the Projects shall be named in the manner as may be deemed appropriate by the PROMOTER.

Schedule 'F'

(Common Expenses)

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.

6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Tower Common Portions at the Tower level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Tower Common Portions at the Tower level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any APARTMENT AND/OR UNIT) walls of the Towers.
8. All expenses for running and operating all machinery, equipment and installations comprised in the Tower Common Portions at the Tower level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Tower Common Portions at the Tower level and/or Complex Common Portion at the Complex level.
9. Property Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Tower at the Tower level and in respect of the Complex at Complex level save those separately assessed on the Allottee/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

16. **Execution and Delivery**

GADIA ASSOCIATES PVT. LTD.

Abhishek Khoria

Authorised Signatory

16.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

Niladri Ghosh
Minor Tiyaasha Ghosh represented by her
lawfully appointed guardian under the
Guardian & Wards Act, (Act VIII of 1890),
namely Niladri Ghosh son of Late Sushanta
Ghosh
Raj Kumar Ghosh
Sandhyarani Ghosh
Mita Das
Swapan Kumar Ghosh
Surojeet Kumar Ghosh
Through their constituted attorney namely
**Messieurs Gadia Associates Private
Limited**, Authorised Signatory namely Mr.

(Signature of Owners)

[Messieurs Gadia Associates Private Limited
by their Authorised Signatory namely

[Signature of Promoter]

0 [Allottees/Buyers] 0

Drafted by:

Advocate

Witnesses:

Signature: _____ Signature: _____

Name: _____ Name: _____

Father's Name: _____ Father's Name: _____

Address: _____ Address: _____

GADIA ASSOCIATES PVT. LTD.

Abhisek Khoria

Authorised Signatory

Receipt of Consideration

Received from the within named Allottees/Buyers the within mentioned sum of **Rs.** _____ / - (**Rupees** _____) towards full and final payment of the Consideration for the Said Apartment described in the **Schedule B** above,

Mode	Date	Bank	Amount (Rs.)

 [Messieurs Gadia Associates Private Limited
 by their Authorised Signatory namely
 _____]
[Signature of Promoter]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____
