

**DRAFT DEED OF CONVEYANCE (SUBJECT TO MODIFICATIONS)**

**THIS INDENTURE** is made on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

**BETWEEN**

**Bengal Shriram Hi- Tech City Private Limited** (PAN No. AAKCS3576J) (CIN U45203 KA 2006 PTC 0440975), a Company incorporated under the Companies Act, 1956, having its registered office at No. 31 2<sup>nd</sup> main road, Sadashivnagar, Bangalore - 560080 and Corporate office at Level - 7, Block - B, "Victoria Park", Block GN, Plot 37/2, , Sector V, Salt Lake, Post Office - Nabadiganta, Police Station - Salt Lake Electronic Complex, Sector V, Kolkata - 700091, represented by its Authorised Signatory, \_\_\_\_\_, working for gain at \_\_\_\_\_, authorized vide Board Resolution dated \_\_\_\_\_ and hereinafter referred to as the "**OWNER**" (which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include its successor -in - Office, legal representatives and assigns) of the **FIRST PART**;

**AND**

**SPL Estates Private Limited** (PAN No. AAWCS 2550G) (CIN U70109 TN 2014 PTC 094836 ), a Company incorporated under the Companies Act, 1956, having its registered office at Lakshmi Neela Rite Choice Chamber New No. 9, Bazulla Road, T Nagar , Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, Chennai 600017, represented by its Authorised Signatory, \_\_\_\_\_ working for gain at \_\_\_\_\_, authorized vide Board Resolution dated \_\_\_\_\_ and hereinafter referred to as the "**PROMOTER**" and/or "**SELLER**" (which term or expression shall unless repugnant to the subject or context thereof, be deemed to mean and include its successor -in -Office, legal representatives and assigns) of the **SECOND PART**;

**AND**

\_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_ Police Station - \_\_\_\_\_ District - \_\_\_\_\_, State- PIN - \_\_\_\_\_, (PAN No. \_\_\_\_\_) (hereinafter referred to as the "**PURCHASER**" and/or "**ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs, administrators, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

The Owner, Promoter/ Seller and Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

- A. One Hindustan Motors Limited, having its registered office at Birla Tower, 9/1, R.N. Mukherjee Road, Kolkata - 700001 ("**HML**"), was in possession and enjoyment of approximately 709 acres of land comprised in various Dag Nos./plot nos. situated in Mouza Bara Bahera, J.L. No. 5, Mouza Khorda Bahera, J.L. No. 6, Mouza Konnagar, J.L. No. 7, Mouza Kotrong, J.L. No. 8, Mouza Bhadrakali, J.L. No. 9 and Mouza Makhla, J.L. No. 11, under various Khatian Nos. within the jurisdiction of Uttarpara Police Station in the District of Hooghly, West Bengal.

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- B. By virtue of an order vide Memo No. 2675-GE(M)/5M-03/06 dated 13<sup>th</sup> September, 2006 issued by the Land and Land Reforms Department of the Government of West Bengal ("**Government Order**"), contiguous land parcel admeasuring 314 acres of land comprised in various dag/plot nos. under Mouzas Bara Bahera, Khorda Bahera, Konnagar, Kotrong, Bhadrakali and Makhla, out of the land admeasuring 709 acres which was under the possession and enjoyment of HML, was technically resumed by the Government of West Bengal and resettled in favour of HML along with freehold rights to develop or cause to be developed a township on the said freehold land or part thereof and to sell, lease or otherwise dispose of the whole or substantial part of the said freehold land in the manner and subject to the terms and conditions contained in the Government Order.
- C. Subsequently, Bengal Shriram Hi-Tech City Private Ltd., the Owner herein, has purchased 314 acres of freehold land comprised in various dag/plot nos. under the Mouza Khorda Bahera, J.L. No. 6, Mouza Konnagar, J.L. No. 7, Mouza Bara Bahera, J.L. No. 5, Mouza Kotrong, J.L. No. 8, Mouza Bhadrakali, J.L. No. 9 and Mouza Makhla, J.L. No. 11 recorded under L.R. Khatian Nos. 1808, 11976, 4129, 5798, 7798, 5935 under the jurisdiction of the Uttarpara Police Station and within the local limits of Uttarpara- Kotrong Municipality and Kanaipur Gram Panchayat in the District of Hooghly, West Bengal ("**Township Land**") from the erstwhile owners HML in 5 (five) separate parts/lots (LOT-A, B, C, D & E) by way of 5 (five) separate Sale Deeds which were further rectified under four Declaration Deeds.
- D. The said Bengal Shriram Hi-Tech City Private Ltd., the Owner herein, either by itself or through a Promoter/ Seller/Promoter/ Seller proposes to develop an integrated township named "**SHRIRAM GRAND CITY**" ("**Township**") in a phase wise manner. The Township shall be developed in phases, each of which constitutes a separate project.
- E. By a **Sale Deed dated 2<sup>nd</sup> September, 2009** (being one of the five sale deeds referred to above) made between HML, therein referred to as the "Vendor" of the One Part, and Bengal Shriram Hi-Tech City Pvt. Ltd., the OWNER herein, therein referred to as the "Purchaser/s" of the Other Part, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book –I, Volume No. 3, Pages 2755 to 2783 being Deed No. 01415 for the year 2009, the said HML sold, transferred and conveyed in favour of the said Bengal Shriram Hi-Tech City Pvt. Ltd., the OWNER herein **ALL THAT** piece and parcel of land admeasuring **62.791** acres, being LOT-A of the Township Land (as defined in the recitals hereinabove), comprised in L.R. Dag Nos. 1887(P), 1888(P), 1889(P), 1894(P), 1895(P), 18996(P), 1902(P), 1903(P) and 1904(P) under R.S. Khatian No. 1677, L.R. Khatian No. 1808 in Mouza Khorda Bahera, J.L. No. 6 and L.R. Dag Nos. 4473 and 4474(P) under R.S. Khatian No. 11721, L.R. Khatian No. 11976 in Mouza Konnagar, J.L. No. 7 situated under the Uttarpara Police Station within the limits of Kanaipur Panchayat of Hooghly District in West Bengal {hereinafter referred to and identified as the "LOT-A LAND".
- F. By virtue of the aforesaid **Sale Deed dated 2<sup>nd</sup> (second) September, 2009, Bengal Shriram Hi- Tech City Private Limited**, the First Party herein has become the sole owner of and is absolutely seized and possessed of, or otherwise sufficiently entitled to **ALL THAT** freehold piece and parcel of land admeasuring **62.791** Acres,

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being the Lot-A Land.

- G. The OWNER has subsequently been recorded as a "Raiyat" in respect of the LOT-A LAND inter-alia in the Record-of-Rights maintained at the office of the Block Land and Reforms Officer, Serampore –Uttarpara ("BL&LRO") and is the absolute and lawful owner of the LOT-A LAND inter-alia, as mentioned hereinabove.
- H. The LOT-A LAND has been inter-alia converted and presently classified as "Upanagari" vide Order No. IX-2/07(Comm)/2358/1(7)/S/2015 dated 20th April, 2015.
- I. Subsequently a **Development Agreement dated 4<sup>th</sup> February, 2019** was made between Bengal Shriram Hi-Tech City Pvt. Ltd , therein referred to as the "Owner " of the One Part and SPL Estates Private Limited, therein referred to as the "Developer" of the Other Part therein, which was registered in the office of the Additional Registrar of Assurances-III, Kolkata and duly recorded in Book – I, Volume No. 1903-2019, Pages 15556 to 15612 being Deed No. 190300337 for the year 2019, in respect of **ALL THAT** piece and parcel of land admeasuring **19.51 acres ("Total Project Land")**, being a part of the said LOT-A of the Township Land (as defined in the recitals hereinabove). Details of the Total Project Land is mentioned herein below at Schedule - A, Part-I. The Promoter/ Seller proposes to develop a Residential project on the said Total Project Land. The Owner has duly obtained sanction for the Total Project from KMDA on the said Total Project Land as described in details herein below.
- J. Subsequently, pursuant to a Debenture Trust Deed dated 7<sup>th</sup> February, 2019, the Promoter/ Seller, SPL Estates Private Limited has issued debentures in favour of Kotak India Affordable Housing Fund - I, being the Debenture Holder and the Promoter/ Seller i.e. SPL Estates Private Limited and Owner i.e. Bengal Shriram Hi Tech City Private Limited have provided security in favour of the Debenture Trustee by way of mortgage creating first and exclusive charge over the Total Project Land without possession in favour of the Axis Trustee Services Limited who has been appointed as the Debenture Trustee to act for and on behalf of the Debenture Holder. The said mortgage shall be redeemed in parts as per the agreement / arrangement between the Promoter and Debenture Holder.
- K. The Owner has received sanction of the Development Plan, Building Plan for the Total Project Land from Kolkata Metropolitan Development Authority ("**KMDA**") vide their Sanction letter Approval no. 143/KMDA/SPU/I-5/09/(SWC) dated 19/09/2019.
- L. Out of the said Total Project, the Promoter/ Seller is presently developing the second sub-phase in the name and style of Sunshine Two (herein after referred to as "**Project Sunshine Two**") on a parcel of land **altogether admeasuring 5.573 Acres** (more particularly described in the **First Schedule Part -II** hereunder written and hereinafter referred to as the "**Project Sunshine Two Land**") out of the Total Project Land of 19.51 Acres. The Project Sunshine Two Land shall remain an integral subset of Total Project Land unless separated at the sole discretion of the Promoter/ Seller.
- M. The Project Sunshine Two have 4 Multi-Storied G+18 Upper Floors Towers ("**Towers**") comprising of 2/ 3 BHK residential apartments as more particularly described in **Schedule-----** hereunder written along with such Common Areas and Facilities of the Project

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Sunshine Two as more particularly detailed in Part I and II of **Schedule** -----hereunder written.

- N. The Promoter/ Seller is fully competent to enter into any Agreement/s and all the legal formalities with respect to Project Sunshine Two and/or the Total Project which is proposed to be developed and execute this Deed and/or any Deed for that matter.
- O. The Owner has given to KMDA a written intimation of commencement of the development work of the Total Project vide its letter no. BS/OPS/K MDA/ 19-20/ 69 dated 21/10/2019 as per obligation based on the "Development Permission and Sanction" issued Vide Letter No. 143/KMDA/ SPU/ I-5/ 09/ SW dated 19/09/2019.
- P. Promoter/ Seller has registered the Said Project Sunshine Two under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on ----- under registration no. -----.
- Q. The Purchaser/s has/have applied for an apartment as more fully described in **Schedule** ----- hereto and hereinafter referred to as the "**said Apartment**" for a Sale Price of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_) Only, in the Project Sunshine Two and upon issuing the allotment letter the Promoter/ Seller has confirmed and agreed to sell the said Apartment entered into a Registered Agreement for Sale (vide Agreement No. ----- Dated-----), (herein after referred to as the "**said Agreement**") duly made and signed by the Purchaser/s on the terms and conditions mentioned in therein. The terms and conditions mentioned in the said Agreement shall remain enforceable and binding to the extent they are subsisting and applicable on the day of execution of this Sale Deed and are not in conflict with terms and conditions mentioned in this Sale Deed and shall form integral part and parcel of this Sale Deed for all intents and purposes. The said Apartment is delineated in the concerned floor plan annexed hereto which is marked as **Schedule** ----- and duly bordered thereon in '**RED**'.
- R. The Promoter has completed the construction of the Tower wherein the said Apartment is located and also have obtained the partial Completion Certificate and/or Completion Certificate from the Competent Authority for the same, whereupon the Promoter has issued the Inspection Notice to the Purchaser/s who after the necessary inspection of the said Apartment has confirmed satisfaction to that effect to the Promoter. Accordingly, the Promoter has issued the Possession Notice along with intimation to register this instant Sale Deed. The physical possession of the said Apartment is being handed over simultaneously with the registration herein.

**NOW THIS INDENTURE WITNESSETH** as follows :-

1. In this transfer unless the Context otherwise requires-
  - a) "**The Apartment**" means the Apartment described in Schedule hereto;
  - b) "**Act**" means the West Bengal Housing Industry Regulation Act. 2017 (West Bengal Act XLI of 2017), as amended/replaced from time to time;
  - c) "**Limited Common Area**" shall mean the Parking Space/s, some part of the terraces and such other areas from and out of the Common Areas of the Project Sunshine Two, which are allotted for the exclusive use by the apartment owners in Project Sunshine Two as they would be attached to such apartments and capable of being used by the Purchaser/s of the apartments only and to

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be maintained by the Purchaser/s of the apartments of the Project Sunshine Two;

- d) **"The Project Sunshine Two"** means the first sub-phase that has been registered with HIRA and has been developed/ is presently being developed in the land measuring **5.573** Acres within the Total Project Land of 19.51 Acres;
- e) **Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act(WBHIRA), 2017;
- f) **Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- g) **"Total Project"** means the Project to be developed in ALL THAT piece and parcel of land admeasuring 19.51 acres (**"Total Project Land"**), being a part of the said LOT-A of the Township Land which shall also be mentioned as **"The Project Sunshine"**;
- h) **"Total Payable Amount"** means the total amount payable by the Allottee/s shall be an aggregate of the Sale Price, Advance Maintenance Charges, Corpus Deposit, club house charges, infrastructure charges, legal charges and any other charges as may be charged by the Promoter along with all applicable rates and taxes along with any other amount payable by the Allottee/s in terms of the said Agreement and this Deed of Conveyance and shall be collected from the Purchaser/s from time to time.
- i) **"Tower"** means the each building that has been/ is being developed in the Project Sunshine Two;

2. **Understanding of further Development Plans by Purchaser/s:** The undertaking and covenant of the Purchaser/s that the Purchaser/s have understood and accepted the under mentioned scheme of development:

- (a) **Development of Project Sunshine Two:** The Promoter/ Seller is now developing / has developed the Project Sunshine Two as the second sub-phase of the Total Project Sunshine. However, the Promoter/ Seller has every right and necessary approvals to develop the remaining portion of Project Sunshine Two as well as the Total Project in several sub phases as and when it deems fit and proper and shall not require any consent from the Purchaser/s for any reason/purpose whatsoever.
- (b) **Extent of Rights:** The rights of the Purchaser/s are limited to ownership of (1) the Said Apartment (2) the undivided, indivisible proportionate, impartible share in the land of Sunshine Two as given in the Schedule\_\_\_\_\_(3) the exclusive, perpetual, transferable and heritable right to park in the designated Parking Space (4) the undivided, proportionate right to use the Common areas and Facilities of the areas as given in Schedule\_\_\_\_\_, in common with the Purchaser/s / lawful occupants of other Apartments comprised therein and the Purchaser/s hereby accept the same and the Purchaser/s shall not, under any circumstances, raise any individual claim of ownership contrary to the above including but not limited to claim of ownership on the Common Areas or any other component or constituent. The user right to the Common Areas of the other phases of the Total Project shall accrue as and when the said phases shall be developed and the common areas therein shall be handed over, as already stated and agreed in the said Agreement.

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(c) **Common Areas Subject to Change:** The Common Areas shall always be and remain subject to change and modification, as be deemed fit and necessary by the Promoter/ Seller, to accommodate its future plans regarding the Project Sunshine Two/ The Total Project and the Purchaser/s hereby accept the same and the Purchaser/s shall not, under any circumstances, raise any objection or hindrance thereto or stop / delay any payment of maintenance charges for the same.

3. **Satisfaction of Purchaser/s:** The undertaking of the Purchaser/s to the Promoter/ Seller that the Purchaser/s are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/ Seller in the Project Sunshine Two, the Sanctioned Plan, all background papers, the right of the Owners and the Promoter/ Seller to grant this Conveyance, the further development plan enumerated above as well as in the said Agreement for Sale and the extent of the rights being granted in favour of the Purchaser/s and the covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Purchaser/s hereby accept the same and shall not raise any objection with regard thereto at any point of time.
4. **Rights Confined to Said Apartment:** The undertaking of the Purchaser/s to the Promoter/Seller that the right, title and interest of the Purchaser/s are confined only to the Said Apartment and the Promoter/ Seller is entitled to deal with and dispose off all other Apartments of the Project Sunshine Two to third parties at the sole discretion of the Promoter/ Seller, which the Purchaser/s hereby accept and to which the Purchaser/s, under no circumstances, shall be entitled to raise any objection.
5. **Extension/Addition:** The undertaking of the Purchaser/s to the Promoter/ Seller that notwithstanding anything contained in this Conveyance, the Purchaser/s have no objection and shall under no circumstances have/ raise any objection to the Promoter/ Seller for (a) integrating/adding (notionally or actually) to the Project Sunshine Two/ any other phase/s of the Total **Project** and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (b) extending modifying and realigning the Common Areas (c) modifying the Sanctioned Plans as per the approvals obtained as may be necessary in this regard and (d) granting to other Apartment owners of the Project Sunshine Two and/or the Total Project, any or all forms of right to use the Common Areas and Facilities.
6. **Undertaking of Purchaser/s:** The Purchaser/s further undertake that in consideration of the Promoter/ Seller conveying the Said Apartment to the Purchaser/s, the Purchaser/s have accepted the above conditions and has/have also granted and shall be deemed to have granted to the Owners, the Promoter/ Seller and the Total Project Apartment Owners and all the successors-in-interest/title thereof the unfettered and perpetual easements over, under and above all Common Areas comprised in the Project Sunshine Two with right to connect the same to the Total Project as integrated/added to the Project Sunshine Two.

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**7. Transfer**

**7.1 Hereby Made:** The Promoter/ Seller hereby sell, convey and transfer to and unto the Purchaser/s, absolutely and forever, free from encumbrances, the Said Apartment described in ----- **Schedule** below **TOGETHER WITH** the proportionate undivided indivisible impartible share in the Land (as described under Schedule\_\_\_\_) subject to covenants mentioned in this Conveyance, being:

**7.2 Said Apartment:** (Details of the Apartment to be provided here)-----  
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**7.3 User Rights in Common Areas:** User Right being conditional and non-exclusive right, only for use and enjoyment of the Common Areas, being described in the -----  
-----**Schedule** below. It is clarified that **(a)** the Promoter/ Seller shall have absolute right to modify the Common Areas and **(b)** the Common Areas shall be available for use in common with all the other Apartment Owners of the Said Project Sunshine Two and the Total Project.

**8. Consideration and Payment**

The aforesaid transfer of the Said Apartment is being made by the Promoter/ Seller in consideration of receipt of Sale Price and other charges as applicable as mentioned in the Memo of Consideration below paid by the Purchaser/s to the Promoter/ Seller, receipt of which the Promoter/ Seller hereby and by the said Memo of Consideration below, admit and acknowledge, the Owner/Promoter/ Seller as the beneficial Owner HEREBY CONVEYS unto the Purchaser/s ALL THAT the Apartment TOGETHER WITH the easements, rights and privileges mentioned in Schedule\_\_\_\_ hereto subject to payment of the Maintenance Charges mentioned hereto in the Schedule \_\_\_\_\_

**9. Terms of Transfer**

**9.1 Title, Sanctioned Plans and Construction:** The Purchaser/s have examined or caused to be examined the following and the Purchaser/s 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 Owner and the Promoter/ Seller in respect of the Said Total Project Land and the Said Project Sunshine Two Land.
- (b) The Sanctioned Plan sanctioned by the----- ;
- (c) The construction and completion of the Said Tower, the Common Areas, the Said Apartment, the said Parking Space, if any including the quality, specifications, materials, workmanship and structural stability thereof;

**9.2 Measurement:** The Purchaser/s/ are satisfied regarding the measurement of the Said Apartment agree and covenant not to ask for any details or question regarding the computation of area or make any claims in respect thereof.

**9.3 Salient Terms:** The transfer of the Said Apartment being effected by this Conveyance as follows:

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9.3.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.

9.3.2 Absolute: absolute, irreversible and in perpetuity.

9.3.3 Free from Encumbrances: free from all encumbrances including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debutters, wakfs, reversionary rights, residuary rights, claims and statutory prohibitions.

9.3.4 Benefit of Common Areas: subject to the terms and conditions of this Conveyance, together with proportionate benefit of user and enjoyment of the Common Areas described in the Schedule below, in common with the other co- Owner of the other Apartments of the Said Project Sunshine Two, and the Owners of the Apartments of other sub- phases of the Total Project, (as and when the other sub- phases of the Total Project come into existence), including the Owner and the Promoter/ Seller (if the Owner and/or the Promoter/ Seller retain any Apartment in the Said Project Sunshine Two / the Total Project).

9.4 Subject to: The transfer of the Said Apartment being affected by this Conveyance is subject to:

9.4.1 Payment of Rates & Taxes: the Purchaser/s regularly and punctually paying costs, expenses, deposits and charges for ----- Tax, Land Revenue (khazna), surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Apartment.

9.4.2 Payment of Maintenance Charge: the Purchaser/s regularly and punctually paying proportionate share of the Maintenance Charges in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in the ----- Schedule below and also fulfilment and observance of the condition / bye- laws made by the Promoter / Association.

9.4.3 Stipulations: observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively Stipulations), described in the -----Schedule below as well as the Bye-Laws made by the Promoter/ Association.

9.4.4 Observance of Covenants: the Purchaser/s observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Sixth Schedule below as well as the Bye-Laws made by the Promoter/ Association.

9.4.5 Indemnification by Purchaser/s: Indemnification by the Purchaser/s about the Purchaser/s faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser/s hereunder as well as under the Said Agreement. The Purchaser/s agree to keep indemnified the Owner and the Promoter/ Seller and/or their successors-in-Office, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner and the Promoter/ Seller and/or their successors-in-office by reason of any default of the Purchaser/s.

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### 10. Possession

Delivery of Possession: Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment has been handed over by the Promoter/ Seller to the Purchaser/s, which the Purchaser/s admit, acknowledge and accept.

### 11. Outgoings

Payment of Outgoings: All municipal/panchayet taxes, land revenue, khazna, etc. on the Said Apartment, on and from the expiry of 30 (thirty) days from the date of the notice of possession of the Said Apartment to the Purchaser/s (**Date Of Possession**), shall / continue to be borne, paid and discharged by the Purchaser/s.

### 12. Holding Possession

**Purchaser/s Entitled:** The Owner and the Promoter/ Seller hereby covenant that the Purchaser/s 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 Purchaser/s, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Promoter/ Seller or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Promoter/ Seller.

### 13. Further Acts

**Promoter/ Seller to do:** The Promoter/ Seller hereby covenant that the Promoter/ Seller 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 Purchaser/s and/or successors- in-interest of the Purchaser/s, 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 Purchaser/s to the Said Apartment.

### 14. Terrace Rights

As stated in the Schedule \_\_\_\_\_ herein below.

### 15. General

15.1 **Conclusion of Contract:** The Parties have concluded the contract of sale 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.

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15.2 **Over Riding Effect:** It is clarified that in case of conflict between this Conveyance and the Said Agreement and/or any other prior document then in that case this Conveyance shall supersede the Said Agreement and/or any other prior document.

15.3 **Facility Manager:** Notwithstanding anything contained in the Said Agreement, it is clarified that the Promoter/ Seller may handle or may hand over management and upkeep of all Common Areas in the Said Tower/ the Project Sunshine Twoto a professional facility management organization (**Facility Manager**). In this regard, it is clarified that **(a)** the Promoter/ Seller/ Facility Manager shall operate, manage and render day to day services with regard to the Common Areas **(b)** the Promoter/ Seller/ Facility Manager shall levy and collect the Maintenance Charges as detailed in the Schedule\_\_hereto **(c)** the Purchaser/s shall be bound to pay the Maintenance Charge/s to the Promoter/ Seller/ Facility Manager **(d)** the Promoter/ Seller/ Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Purchaser/s and it shall not be deemed that the Promoter/ Seller/ Facility Manager is rendering the services to the Purchaser/s for commercial considerations **(e)** subject to the terms and conditions of this Conveyance, and the said Agreement the right to use of the Common Areas shall vest in all the residents of the Said Project Sunshine Two which shall be extended to the Common areas of the rest of the Total Project as and when constructed, represented by the Association (after formation) and the Promoter/ Seller/ Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and

### 16. Interpretation

16.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

16.2 **Headings:** The headings in this Conveyance are inserted for convenience and reference only and shall be ignored in construing the provisions of this Conveyance.

16.3 **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.

16.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

**NOTE: Disclaimer:** The Promoter/ Seller reserves their right to suitable modify the terms of this draft Deed of Conveyance as per the then prevailing situation .

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### FIRST SCHEDULE

#### PART I : "TOTAL PROJECT LAND- (PHASE II" OF SHRIRAM GRAND CITY)

##### **'Description of Property'**

**All That** piece and parcel of land measuring about **19.51 acres** comprised in LR Dag No.4474 (p) and 4473 (p) in Mouza Konnagar, under L.R. Khatian no. 11976, Police Station -Uttarpara, District -Hooghly, and LR Dag No. 1887 (p), 1888 (p), 1889 (p), 1894 (p), 1895 (p), 1896(p) in Mouza Khordabahera, under L.R. Khatian no. 1808, Police Station -Uttarpara, District - Hooghly within the ambit of the Kanaipur Gram Panchayat, the details of which are given hereinbelow:

Mouza	J.L No.	LR Dag No.	Area of Land (in Acre)
Konnagar	7	4474(P)	11.56
		4473 (P)	1.91
Khordabahera	6	1887(P)	0.75
		1888(P)	0.36
		1889(P)	0.09
		1894(P)	1.93
		1895(P)	0.08
		1896(P)	2.83
		Total Area	<b>19.51</b>

butted and bounded in the manner as follows :

East by:- By Plot No. 4474(p)

West by:-By plot Nos. 1887 (p), 1888(p), 1889 (p), 1893(p), 1894 (p), 1895 (p), 1896 (p)

North by:- By others Land

South by :- By 4474(P),

1902

#### PART- II: "PROJECT SUNSHINE TWO LAND"

**All That** piece and parcel of land measuring about **5.573 acres** comprised in LR Dag No.4473 (P), 4474 (p) in Mouza Konnagar, under L.R. Khatian no. 11976, Police Station -Uttarpara, District -Hooghly, and LR Dag No.1888(P), 1889(P),1894(P),1896 (p), in Mouza Khordabahera, under L.R. Khatian no. 1808, Police Station -Uttarpara, District -Hooghly within the ambit of the Kanaipur Gram Panchayat, the details of which are given hereinbelow.

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**"PROJECT SUNSHINE TWO LAND**

<b>Land Details of Sunshine Two</b>				
<b>S. No.</b>	<b>Mouza</b>	<b>J L No.</b>	<b>L.R. Dag No.</b>	<b>Area (Acres)</b>
1	Konnagar	7	4473 (P)	1.059
2			4474 (P)	4.437
<b>TOTAL</b>				<b>5.496</b>
<b>S. No.</b>	<b>Mouza</b>	<b>J L No.</b>	<b>L.R. Dag No.</b>	<b>Area (Acres)</b>
1	Khordabahera	6	1888 (P)	0.009
2			1889 (P)	0.004
3			1894 (P)	0.009
4			1896 (P)	0.056
<b>TOTAL</b>				<b>0.077</b>
<b>TOTAL AREA</b>				<b>5.573</b>

Project Sunshine Two shall have 4 (Four) Multi-Storied Towers, each having Ground + 18 upper floors comprising of 896 residential apartments along with such Common Areas and Facilities of the Project Sunshine Two, as more particularly described in Part I and Part II of **Schedule E** hereunder written.

The following Chart is describing the location of the said 4 ( Four) Multi-storied Towers .

<b>Tower No.</b>	<b>Dag</b>	<b>Mouza</b>	<b>Khatian</b>	<b>Jl No.</b>	<b>District</b>
2C, 2D, 3A, 3B	4474 (P)	Konnagar	11976	7	Hooghly

**PART- IV: "APARTMENT"**

**ALL THAT** a self contained residential Apartment No. -----having the area description appearing in the Table below and located on the ----- of **Tower** - ----- of 'Project Sunshine Two'.

**TABLE: AREA DESCRIPTION OF THE APARTMENT**

<b>Super Built-up Area (in Sq. Ft.)</b>	<b>Built-up Area (in Sq. ft.)</b>	<b>Carpet Area (in Sq. ft.)</b>	<b>Exclusive Balcony (in Sq. ft.)</b>

**ALONG WITH** exclusive, perpetual, transferable and heritable right to park a vehicle in ----- designated Parking Space(s) and treated as a single indivisible unit for all purposes **TOGETHER WITH** the undivided, proportionate right to use the Common Areas and Facilities of the Project Sunshine Two (described under Part I, and Part II of Schedule E) and the Common Areas and Facilities of the Total Project, if any, in common with the allottees/lawful occupants of other apartments comprised in Project Sunshine Two and the Total Project( which shall be handed over to the Association formed for Project Sunshine Two in case of Common Areas and Facilities of the Project Sunshine Two and/or to the Association for the Total Project in respect of the Common Areas and Facilities of the Total Project as and when the same is completed by the Promoter)for the purpose of integration of Infrastructure for the benefit and advantage of the Allottee **AND TOGETHER WITH** the proportionate undivided, indivisible, impartible share in Project Sunshine Two Land. The Apartment is delineated in the concerned Floor Plan annexed hereto which is marked as **Schedule B** and duly bordered thereon in 'RED'.

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The Open Terrace shall be reserved as the Limited Common Area and shall be utilized by the Promoter/ Seller at their sole discretion as they deem fit and proper.

The Apartment is delineated in the concerned Floor Plan annexed hereto which is marked as **PART -V** and duly bordered thereon in '**RED**'.

### **PART-V**

#### **FLOOR PLAN OF THE APARTMENT:**

### **SECOND SCHEDULE**

*[Schedule for Common Expenses and other Charges as per terms agreed with the Purchaser - To be provided at the time of execution of this Deed of Conveyance]*

### **THIRD SCHEDULE**

#### **SPECIFICATIONS OF PROJECT SUNSHINE TWO**

- 1. Structure**
  - 1.1 Structure- RCC Pile foundation
  - 1.2 Super Structure – RCC Frames & suitable alternative
- 2. Masonry** (Wherever required)
  - 2.1 Brick or Light weight Concrete / Fly-ash blocks in Cement Mortar at select locations
- 3. Plastering**
  - 3.1 Cement Mortar (Wherever required)
- 4. Painting**
  - 1.1 Internal Wall – PoP putty with a coat of Primer
  - 1.2 Internal Ceiling – PoP putty with coat of Primer
  - 1.3 External Wall & Ceiling – Cement based paint
  - 1.4 On metal surfaces – Enamel paint
- 5. Tiling – on Floors**
  - 5.1 Units - Living, Dining, Bedrooms, Kitchen - Vitrified Tiles
  - 5.2 Units – Balcony – Ceramic tiles
  - 5.3 Units - Toilets – Ceramic tiles
  - 5.4 Common Area Passages - Ceramic tiles
  - 5.5 Stairs & Other locations – Cement flooring
  - 5.6 Ground Floor Common Facilities – Cement flooring
- 6. Tiling – on Walls**
  - 6.1 Units - Kitchen – Up to 2'0" from cooking platform – Ceramic tiles
  - 6.2 Units - Toilets – Up to 7'0" from floor – Ceramic tiles

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- 6.3 Lift fascia at Lobby – Tile Finish or suitable alternative
- 7. Kitchen Counter**
  - 7.1 Granite top over M.S bracket support
- 8. Plumbing**
  - 8.1 Water supply, Drainage & Sewage – PVC/CPVC/UPVC pipes or equivalent
  - 8.2 Sewage line – DWC HDPE or equivalent as per designer's recommendations.
- 9. Sanitary**
  - 9.1 Water closets – EWC of standard quality
  - 9.2 Wash Basins – standard quality
  - 9.3 Fixtures – CP of standard quality
  - 9.4 Kitchen Sink – Stainless steel – Single bowl of standard quality
- 10. Joinery**
  - 10.1 Entrance Door frame – Hard wood/ alternative material.
  - 10.2 Other Door Frames – Hard wood/ alternative material.
  - 10.3 Entrance Door Shutter – Flush door with enamel paint
  - 10.4 Toilet Door Shutters & frames - PVC
  - 10.5 Balcony Doors & frames – Aluminium swing or sliding /PVC
  - 10.6 Other Door Shutters – Flush door
  - 10.7 Windows – Aluminium sliding shutters
  - 10.8 Ventilators in toilets – Aluminium frame with Glass louvers
- 11. Handrail**
  - 11.1 MS with enamel painted
- 12. Electrical**
  - 12.1 Fittings of standard quality
  - 12.2 Wiring – standard quality
- 13. Power Backup through DG (Limited) in the following areas:**
  - 13.1 Tower entrances
  - 13.2 Staircases
  - 13.3 Corridor, lift lobby
  - 13.4 Open parking (Limited)
  - 13.5 Internal driveways (Limited)
  - 13.6 Security check point
  - 13.7 Club (Limited)
  - 13.8 MLCP (Limited)
  - 13.9 Open areas (Limited)
  - 13.10 Services/ maintenance rooms (Limited)
  - 13.11 Lift
  - 13.12 Community hall (Limited)
  - 13.13 Within apartments (Limited)
- 14. Lift**

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14.1 3 Nos per tower – standard quality

NOTE: The specifications mentioned herein above may undergo some changes according to the prevailing market scenario.

### **FOURTH SCHEDULE**

#### **COMMON AREAS AND FACILITIES OF THE PROJECT SUNSHINE TWO**

##### **PART I - "COMMON AREAS"**

1. The foundations, columns, girders, beams along with all structural and other components necessary or convenient for the existence, maintenance and safety of each Tower in the Project Sunshine Two
2. The staircases, lifts, corridors, extended slabs, staircase and lift lobbies, fire escapes, roof, mummy, parapet, entrances and exits of each Tower in the Project Sunshine Two .
3. Ground Floor facilities such as entrance lobby, toilets (gents/ladies), fire control room, communication room, electrical meter room, LT/HT room, maintenance/store room, in each Tower of the Project Sunshine Two
4. Installations of central services such as electrical power supply system, water supply system, sewage collection & disposal system, storm water drainage sanitation system, rain water harvesting system, fire-fighting system, communication system, power back-up system (DG) and in general, all apparatuses connected with installations existing for common use.
5. Overhead water tanks, underground water reservoir, sumps.
6. Common Terrace containing Overhead Water tanks;
7. Fire Refuge Terraces on 8th and 13th Floors
8. Driveways, ramps and pedestrian pathways.
9. Boundary of the Project Sunshine Two and including entry/exit gates of the Project Sunshine Two along with security cabins.
10. Landscaped garden.
11. Visitors' parking areas.
12. All other areas, parts, portion of the Project Sunshine Two necessary or convenient for its maintenance, safety etc. and in common use.

##### **PART II - "COMMON UTILITIES, FACILITIES & AMENITIES"**

- 1. Common Utilities & Services (Limited to Project Sunshine Two )**
  - 1.1. Electrical Power Supply system
  - 1.2. Water Supply system
  - 1.3. Sewage Collection & Disposal system
  - 1.4. Storm water drainage & sanitation system
  - 1.5. Rain Water Harvesting system
  - 1.6. Fire Fighting system
  - 1.7. Solar Lighting system (Select locations)
  - 1.8. Communication system
  - 1.9. Power back-up system through DG (Limited areas)

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### **2. Common Facilities (Limited to Project Sunshine Two )**

- 2.1. Entry Plaza
- 2.2. Vertical Transport – lifts, staircases and suitable ramps for people with special needs
- 2.3. Electrical Meter Room
- 2.4. Fire Control Room
- 2.5. Security Room
- 2.6. LT Panel Room
- 2.7. Maintenance cum Store Room
- 2.8. Communication Hub Room
- 2.9. Ladies & Gents Toilet
- 2.10. Complex Entrance Gates & Security Booth
- 2.11. Parking Spaces for Visitors
- 2.12. Drive ways & Walk ways
- 2.13. Traffic Signages
- 2.14. Drop-Off Plaza
- 2.15. Guard room/ Gate goomty

### **3. Common Amenities (Limited to Project Sunshine Two )**

- 1.1 Sports Facilities
- 1.2 Lesiure / Seating Facilities
- 1.3 Walkways
- 1.4 Community Spaces
- 1.5 Thematic Landscapes & Gardens
- 1.6 Zones specific to Age groups (Kids – Senior Citizens)

## **FIFTH SCHEDULE**

### **(Stipulation)**

Purchaser/s hereby agree they shall follow all the stipulations as provided in the Bye- Laws formed by the Promoter/ Seller/the Facility Manager/the Association (upon formation).

## **SIXTH SCHEDULE**

### **(Covenants)**

**Note:** For the purpose of this **Schedule**, the expression Owner/ PROMOTER/ SELLER shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Purchaser/s elsewhere in this Conveyance and the agreement for Sale as applicable.

**1. Purchaser/s Aware of and Satisfied with the Construction:** The Purchaser/s are fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Areas, the User Rights and all other ancillary matters and also further waive the right, if any, to do so. The Purchaser/s have examined and are acquainted with the Said Tower to the extent already constructed and to be further

## DRAFT DEED OF CONVEYANCE (SUBJECT TO MODIFICATIONS)

constructed and have agreed that the Purchaser/s shall neither have nor shall claim any right over any portion of the Said Tower/the Said Cluster/the Said Tower/the Said Land **save and except** the Said Apartment.

2. **Purchaser/s to Pay Rates & Taxes:** The Purchaser/s shall pay the Rates & Taxes (proportionately for the Said Apartment and the common areas, from the Date Of Possession and until the Said Apartment is separately mutated and assessed in favour of the Purchaser/s), on the basis of the bills to be raised by the Promoter/ Seller/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser/s in respect thereof. The Purchaser/s further admit and accept that the Purchaser/s shall not claim any deduction or abatement in the aforesaid bills.

3. **Purchaser/s to Pay Maintenance Charge: The Purchaser/s shall pay all Maintenance Charges** Subject to the provisions mentioned hereinabove, and in the Bye-laws formed by the Promoter/ Seller/the Facility Manager/the Association (upon formation).

4. **Promoter/ Seller's Charge/Lien:** The Promoter/ Seller shall have the first charge and/or lien over the Said Apartment for all amounts due and payable by the Purchaser/s to the Promoter/ Seller provided however if the Said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter/ Seller shall stand extinguished on the financial institution clearing all dues of the Promoter/ Seller.

5. **No Obstruction by Purchaser/s to Further Construction:** The Promoter/ Seller is entitled to construct further floors on and above the top terrace of the Said Tower and/or to make other constructions elsewhere in the the Said Project Sunshine Two Land and/or the Total Project and the Purchaser/s shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Purchaser/s due to and arising out of the said construction/developmental activity. The Purchaser/s also admit and accept that the Promoter/ Seller and/or employees and/or agents and/or contractors of the Promoter/ Seller shall be entitled to use and utilize the Common Areas for movement of Tower materials and for other purposes and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.

6. **No Obstruction of Common Areas:** The Purchaser/s shall not obstruct the other Apartment Owner/s and/or their nominee/s of other phases of Total Project in using the Common Areas of the Project Sunshine Two including the right to ingress and egress to/from/through the Said Project Sunshine Two Land.

7. **Variable Nature of Land Share:** The Purchaser/s fully comprehend and accept that the Land Share is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Project Sunshine Two .

8. **Purchaser/s to Participate in Formation of Association:** Subject to the **Fourth Schedule** above, the Purchaser/s admit and accept that the Purchaser/s shall join the Association and shall become a member thereof with voting rights. In this regard, the Purchaser/s shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by the Promoter/ Seller. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Areas and the Said Tower. Each Purchaser will be entitled to cast a vote irrespective of

## DRAFT DEED OF CONVEYANCE (SUBJECT TO MODIFICATIONS)

his/her/its size of Apartment. The Purchaser/s further admit and accept that the Purchaser/s shall not object to the Apartment Owners of the Total Project joining the Association and to observe the rules/ bye-laws framed from time to time by the Promoter/ Seller/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Tower, the said Project Sunshine Two and the Total Project.

**9. Obligations of Purchaser/s:** The Purchaser/s shall:

*NOTE: The obligations given in this Schedule shall be in addition to the obligations confirmations, assurances and undertakings given by the Purchaser/s elsewhere in this Conveyance as well as all applicable and subsisting clauses in the Registered Agreement for Sale.*

- (a) observe the rules/ bye-laws framed from time to time by the Promoter/ Seller/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Tower, the said Project Sunshine Two and the Total Project.
- (b) use the Said Apartment for residential purpose only. Under no circumstances shall the Purchaser/s use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (c) not alter, modify or in any manner change the **(a)** elevation and exterior colour scheme of the Said Apartment /the Said Tower and **(b)** design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Purchaser/s make any alterations/changes, the Purchaser/s shall compensate the Promoter/ Seller /the Association (upon formation) (as the case may be) as estimated by the Promoter/ Seller /the Association (upon formation) for restoring it to its original state.
- (d) not alter, modify or in any manner change the structure or any civil construction in the Said Apartment or the Common Areas or the Said Tower.
- (e) not sub-divide the Said Apartment and the Common Areas, under any circumstances.
- (f) not violate any of the rules and/or bye-laws laid down by the Promoter/ Seller/the Facility Manager/the Association (upon formation) for the use of the Common Areas.

10. **No Objection to Construction:** The Purchaser/s have accepted the Development Plan of the Owner/Promoter/ Seller to construct on other portions of the Said Tower/ the Said Project Sunshine Two Land/the Total Project Land /adjacent properties and hence the Purchaser/s have no objection to the continuance of construction in the Said Tower/the Project Sunshine Two /the Said Project Sunshine Land/the Total Project Land /adjacent properties, even after the Date Of Possession. The Purchaser/s shall not raise any objection to any inconvenience that may be suffered by the Purchaser/s due to and arising out of the said construction activity.

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11. **Notification Regarding Letting:** If the Purchaser/s let out or sell the Said Apartment, the Purchaser/s shall immediately notify the Promoter/ Seller/ Facility Manager/the Association (upon formation) of the tenant's/transferee's address and telephone number.
  
12. **Limitation of Access to Common Areas:** The access to the ultimate Common Terrace/ Common Areas in common with other Apartment Owners of the Said Tower/ said Project Sunshine Two shall be permissible BUT not to use the Common Areas and installations including the Common Terrace of the said Tower for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

**Execution and Delivery**

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

\_\_\_\_\_  
[ Owner]

\_\_\_\_\_  
[ Promoter/ Seller]

\_\_\_\_\_  
Purchaser/s

**Drafted by:**

Advocate

**Identified by**

**Witnesses:**