

DEED OF CONVEYANCE

__ day of ____, 202__

BY AND BETWEEN

1) MRS. SARITA DEVI KOTHARI, (PAV; AFYPK9835J), wife of Late Dilip Kumar Kothari, by faith - Hindu, by occupation - Housewife, Nationality - Indian, (2) ARPITA NAHATA, (PAN:BIAPK9921M), wife of Himanshu Nahata, by faith - Hindu, by occupation - Housewife, Nationality - Indian, (3) MR. ARIHANT KOTHARI, (PAN: EERPK3565R) son of Late Dilip Kumar Kothari, by faith - Hindu, by occupation - Service, Nationality - Indian, all residing at 18 Deshpriya Park Road, Tollygunge, P.O. Sarat Bose Road, PS Kalighat, Kolkata - 700026, West Bengal hereinafter collectively

referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the ONE PART.

AND

BMS CONSTRUCTION PRIVATE LIMITED, (PAN AACCB9946R) a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 3 Tiljala road, PO & P.S Tiljala, Kolkata-700039 hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at

_____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Owners are the absolute owners of ALL THAT the Bastu land measuring 42 decimal along with Tin Shed Structure measuring 5760 Sq Ft, 2000 Sq Ft RCC Structure, 1600 Sq Ft 2 storied Pucca Structure (800 Sq Ft each floor) under Mouza Banagram, Touzi 3,4,5, Pargana Khaspur, J.L.No. 16, R.S. No.30, R.S. Khatian NO. 88 and 166, L.R. Khatian No. 1110, R.S. Dag No. 349, L.R. Dag No. 404 and 405 PS Bishnupur, under Rashapunja Gram Panchayat, District 24 Parganas under Rasapunja Gram Panchayat, District 24 Parganas(South) along with the rights appurtenant thereto, TOGETHER WITH all easement rights and all other rights appurtenances attached to the said plot, more fully & particularly mentioned and described in the SCHEDULE A (Part I) hereunder written, hereinafter for the sake of brevity referred to as the SAID LAND. The Devolution of Title of the said Owners is morefully mentioned and stated in the SCHEDULE A (Part II) hereunder written.
- B. The predecessor of the Owners and the Promoter have entered into a Development Agreement dated 20th November 2018 the predecessor in title of the Owners granted the right to Develop ALL THAT the said Property, in favour of one BMS CONSTRUCTION PRIVATE LIMITED vide a Development Agreement registered in the office of the DSR IV, South 24 Parganas at Alipore and recorded in Book No. I, Volume No. 1604-2018, Pages 199409 to 199463 and Being No. 06778 for the year 2018.
- C. The Promoter subsequently, had a plan approved by the concerned competent authority for construction on the said Land a Project (said **Project**) vide approval dated _____ Sanctioned Plan no. _____;
- D. Subsequently, by an Agreement for Sale dated _____ and registered with _____, at _____ and recorded in Book No. _____, Volume No. _____, Pages from _____ to _____ being No. _____ for the

year _____ the Promoter had agreed to sell and transfer to the Allottee ALL THAT the said Apartment (morefully mentioned in Schedule B hereunder written), for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **ATS**").

- E. The Promoter has since completed the construction of the Project at the said Land in accordance with the Plan sanctioned by the concerned authorities and have obtained a Completion Certificate vide Completion Case No. _____ dated _____.
- F. The Purchaser has from time to time paid the Total Price as recorded in ATS for purchasing the Apartment and the Purchaser hereby confirms that the Promoter has duly complied with its obligations contained in ATS and is not in default of its obligation therein.
- G. The Promoter has now called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.
- H. Before taking possession of the Apartment, the Purchaser has fully satisfied himself/herself/itself with regard to the following:
 - (i) The right, title and interest of the Owner to the said Premises, the documents relating to the title of the said Premises, the right of the Promoter and the Plan of the Project.
 - (ii) The materials, the workmanship and the quality of construction of the said Apartment and the Project, including the structural stability of the same.
 - (iii) The total area comprised in the said Apartment.
 - (iv) The Completion Certificate.
 - (v) The scheme of user and enjoyment of the Common Areas as contained in these presents and also in the ATS.
- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing

hereinafter to complete the grant transfer and conveyance by sale of the Apartment by the Promoter to and in favour of the Purchaser.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:

1. CONVEYANCE AND TRANSFER BY SALE

1.1 In consideration of the payment of the Total Price as mentioned in Schedule C and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser ALL THAT apartment No. [•], having carpet area of ([•] Sq. ft), together with an exclusive balcony area of ([•] Sq.ft.) and an exclusive open terrace area of ([•] Sq.ft.) appurtenant to the carpet area of the said apartment, located at the [•] Floor of the Building in the Project named “ _____” Together with the right to use ____ numbers of _____ car parking spaces bearing Nos. ____ admeasuring 135 square feet more or less and located at (hereinafter collectively referred to and identified as the “Apartment”) Together With the perpetual irrevocable right to use the common areas parts, portions, facilities, amenities, utilities and installations described under Schedule D hereto (“**Common Areas**”) in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the un-allotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “Apartment” which is more fully described in Schedule-2 hereto) and the Apartment is delineated in RED colour on map/plan of the [•] floor of the Building annexed hereto and marked as “**Annexure-B**” ALONG WITH all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and TO HAVE AND TO HOLD the Apartment and every part thereof and the properties appurtenant thereto, absolutely and forever, as its exclusive owner, free from all encumbrances SUBJECT HOWEVER to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the said Premises AND FURTHER SUBJECT to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project AND

FURTHER SUBJECT to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project in relation to the Common Areas.

1.2 Unless contrary to the context, the capitalised term 'Apartment' (defined above) wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.

1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following: a) The Common Areas; and b) Other residential apartments and parking spaces in the Project.

1.4 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

1.5 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/purchasers and/or of the Owner/Promoter.

1.6 The sale of the said Apartment is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed.

2. THE PROMOTER AND THE OWNER DOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

2.1 The Promoter hereby represents and warrants to the Purchaser as follows:

- (i) The Promoter has the requisite rights to carry out development upon the said Premises.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.
- (vi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Completion Certificate has been issued and possession of Apartment or Project, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of purchasers or the competent authority, as the case may be.
- (vii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Promoter in respect of the Project.
- (viii) The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed peaceably own, hold and enjoy the said Apartment

3. THE PURCHASER DOTH HEREBY COVENANTS WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

3.1 The Purchaser shall observe and perform all the terms, covenants and conditions contained in this Deed to the extent and so far as they are applicable to the Apartment as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.

3.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.

3.3 The Purchaser shall indemnify and keep indemnified the Owner and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.

3.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment or the Project or the Premises erected thereon in accordance with the provisions of relevant laws.

3.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Project to be erected thereon including but not limited to the sanctioned Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner and the Promoter saved harmless and indemnified for all losses claims and demands which the Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.

3.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project and to keep the Promoter saved

harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project, the Purchaser shall be liable to make payments for the same to the concerned authority.

3.7 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.

3.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.

3.9 The Purchaser shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or the said Premises or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the said Premises and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway, except in accordance with law.

3.10 The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Common Areas the Maintenance Charges as mentioned in Schedule E hereto, electricity charges, DG Back Up Charges, Reticulated Gas Consumption Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;

3.11 The Purchaser shall get the said Apartment mutated in his/her name and/or separately assessed by the Competent Authority.

3.12 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.

3.13 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.

3.14 The Purchaser represents and warrants that it has inspected and understood the Plan and has accepted the floor plan, payment plan and other statements mentioned herein as represented by the Promoter.

3.15 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser hereby expressly agrees that clause 12 including clause 34.4 in relation to Defect Liability mentioned in the ATS shall form part of this Deed.

3.16 The Purchaser shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior of the Building comprised in the said Project/said Land. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Building. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

3.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

3.18 The Purchaser has, inter alia, inspected and verified all the documents as also the Plan of the Apartment and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.

3.19 The Purchaser agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed.

4. PAYMENT OF STAMP DUTY AND OTHER CHARGES

4.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Purchaser.

4.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Common Areas to the Association as per the terms of this Deed or the directions of the competent authority under WBRERA or any other local law, as may be applicable.

4.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future)

imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

THE SCHEDULE A

PART I

ABOVE REFERRED TO:

(SAID LAND)

ALL THAT the Bastu land measuring 42 decimal along with Tin Shed Structure measuring 5760 Sq Ft, 2000 Sq Ft RCC Structure, 1600 Sq Ft 2 storied Pucca Structure (800 Sq Ft each floor) under Mouza Banagram, Touzi 3,4,5, Pargana Khaspur, J.L.No. 16, R.S. No.30, R.S. Khatian NO. 88 and 166, L.R. Khatian No. 1110, R.S. Dag No. 349, L.R. Dag No. 404 and 405 PS Bishnupur, under Rashapunja Gram Panchayat, District 24 Parganas under Rasapunja Gram Panchyat, District 24 Parganas(South) the entire property butted and bounded as follows:-

ON THE NORTH : Dag No. 349;

ON THE SOUTH : Dag no.333 and 334

ON THE EAST : Dag no. 349;

ON THE WEST : 90 foot Bakrahat road;

THE SCHEDULE A

PART II

ABOVE REFERRED TO:

DEVOLUTION OF TITLE

SCHEDULE B ABOVE REFERRED

SAID APARTMENT

(SAID APARTMENT)

ALL THAT the said ____ self-contained Residential Flat, admeasuring _____ square feet, more or less Carpet Area _____ square feet, more or less Balcony Area and _____ square feet, more or less Open Terrace Area cumulatively admeasuring an area of _____ square feet, more or less. More fully reflected and attached in the plan attached herewith.

ALL THAT ____ no. Covered/Closed/Garage Parking admeasuring _____ square feet, more or less.

SCHEDULE C ABOVE REFERRED

PAYMENT PLAN

SCHEDULE D ABOVE REFERRED

COMMON AREAS

SCHEDULE E ABOVE REFERRED

Common Area and Maintenance Charge