

DRAFT DEED OF CONVEYANCE (SUB-LEASE OF LEASEHOLD RIGHTS)

(Fully RERA Compliant – Ready to Use)

THIS DEED OF CONVEYANCE (SUB-LEASE OF LEASEHOLD RIGHTS) is made and executed on this _____ day of _____, 20_____ at Kolkata.

BETWEEN

RAM SUNDAR MULLICK DEBUTTOR ESTATE, represented by its Trustees/Shebaita namely (1) SMT. JUTHIKA MULLICK, (2) SEETAL CH. MULLICK, (3) GOUTAM MULLICK, (4) PROSANTO KUMER MULLICK (represented by his Constituted Attorney KRISHNA MULLICK), (5) GOUR MULLICK, all by caste Hindu, by occupation Grihasthali and land holder respectively, hereinafter referred to as the "Owner / Lessor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors in office, heirs, legal representatives and assigns) of the ONE PART.

AND

MARUTI NANDAN PROPERTIES (P) LTD., a company incorporated under the Companies Act, 1956, having its registered office at 2, Digamber Jain Temple Road, (Gr. Floor), Kolkata – 700 007, represented by its authorised signatory DAMODAR DAS DAGA, hereinafter referred to as the "Promoter / Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the SECOND PART.

AND

SRI / SMT., (PAN NO.), AADHAAR NO. , MOBILE NO., son/daughter of, by Nationality – Indian, by faith – Hindu, by occupation – , residing at, P.O., P.S., District-, hereinafter referred to as the "Allottee / Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS:

A. The Owner is the absolute and lawful owner of ALL THAT piece and parcel of land measuring about 5 cottahs 1 chittak 7 sq.ft. more or less together with buildings and structures standing thereon, known as Premises No. 18A, Vivekananda Road, P.S. Girish Park, Kolkata – 700 006, more particularly described in the First Schedule hereunder (hereinafter referred to as the "Said Land"). The Said Land belongs to the Debutter Estate of Ram Sundar Mullick.

B. By a registered Deed of Lease dated 16th October 2007, the Owner granted a lease of the Said Land to the Promoter (as assignee of M/s. D.M. Properties) for a period of 99 years with an option for renewal for further 51 years on fresh terms, for the purpose of development of the property for the benefit of the Debutter Estate, on the terms and conditions contained therein and as approved by the Hon'ble High Court at Calcutta vide order dated 21.08.2006 in A.T.A. No. 6 of 2006.

C. The Said Land is earmarked for development of a multi-storied building/project and the said project shall be known as "....." ("Project").

D. A valid building sanction plan has been obtained from the competent authority for construction of the Project on the leasehold land.

E. The Promoter has registered the Project under the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority under Registration No. dated

F. The Allottee had applied for a unit in the Project vide application dated and has been allotted [Flat/Plot No., Block No., Floor No.] with carpet area sq.mtr, built-up area sq.mtr, super built-up area sq.mtr. along with parking space no. (hereinafter referred to as the "Said Unit" more particularly described in the Second Schedule hereunder). The floor plan of the Said Unit is annexed hereto and marked as Annexure – A.

G. The Parties executed an Agreement for Sale dated in the format prescribed under Annexure 'A' to the West Bengal Real Estate (Regulation and Development) Rules, whereby the Owner (through the Promoter) agreed to sell and the Allottee agreed to purchase the Said Unit for a total

consideration of Rs.-/ (Rupees only) inclusive of GST, which the Allottee has paid in full.

H. The Promoter has completed the construction of the Said Unit in accordance with the sanctioned plans and the provisions of the Act and has obtained the Completion Certificate / Occupancy Certificate from the competent authority vide No. dated

I. The Allottee has requested the Owner and the Promoter to execute this registered Deed of Conveyance (Sub-Lease of Leasehold Rights) conveying the leasehold rights in the Said Unit together with the undivided proportionate share in the leasehold rights in the Said Land and the Common Areas, in terms of Section 17 of the Real Estate (Regulation and Development) Act, 2016. The Owner and the Promoter have agreed to do so.

NOW THIS DEED OF CONVEYANCE (SUB-LEASE OF LEASEHOLD RIGHTS) WITNESSETH AS FOLLOWS:

1. In consideration of the sum of Rs.-/ (Rupees only) (the total sale consideration inclusive of GST) paid by the Allottee to the Owner/Promoter (the receipt whereof the Owner and the Promoter hereby admit and acknowledge), the Owner hereby grants, conveys, sub-leases, transfers, assigns and assures unto the Allottee ALL THAT the Said Unit described in the Second Schedule hereunder written, TOGETHER WITH the undivided proportionate indivisible share in the leasehold rights in the Said Land described in the First Schedule and the right to use and enjoy the Common Areas and facilities of the Project as detailed in the Agreement for Sale, TO HAVE AND TO HOLD the same unto the Allottee for the unexpired residue of the lease term of 99 years (with option for renewal for further 51 years) subject to the terms of the Deed of Lease dated 16.10.2007, free from all encumbrances, liens, charges, claims, demands or lis pendens whatsoever save and except the leasehold rights.

2. The Owner and the Promoter hereby jointly and severally covenant with the Allottee as follows:

a) That the Owner has good, absolute, clear and marketable title to the Said Land and full right, power and authority to sub-lease the Said Unit.

b) That the Said Unit is free from all encumbrances, mortgages, charges, liens, attachments or any other claims except the registered lease dated 16.10.2007.

c) That the construction of the Project and the Said Unit has been completed in accordance with the sanctioned plans and in full compliance with the Real Estate (Regulation and Development) Act, 2016 and the West Bengal Rules made thereunder.

d) That all governmental dues, taxes, rates, cesses and outgoings in respect of the Said Land and the Said Unit up to the date of handing over possession have been paid and discharged.

e) That the Owner and the Promoter shall indemnify and keep the Allottee fully indemnified against any loss, damage, cost, expense or liability that may arise due to any defect in title or breach of any of the covenants contained herein.

3. Physical, vacant and peaceful possession of the Said Unit has been handed over by the Promoter to the Allottee on (or is being handed over simultaneously with the execution and registration of this Deed).

4. The Allottee's share in the Common Areas is undivided and indivisible. The Common Areas and facilities shall be handed over to and managed by the Association of Allottees to be formed under the West Bengal Apartment Ownership Act, 1972 (to the extent applicable) and in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016. The Allottee shall become a member of the said Association and abide by its rules and bye-laws.

5. The Allottee shall pay all future municipal taxes, rates, assessments, maintenance charges, ground rent and other outgoings proportionate to the Said Unit from the date of possession / execution of this Deed.

6. The stamp duty, registration fee and all incidental expenses for the execution and registration of this Deed have been borne and paid by the Allottee.

7. This Deed is executed in full compliance with Section 17 of the Real Estate (Regulation and Development) Act, 2016 and the West Bengal Real Estate Rules made thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Said Land)

ALL THAT piece and parcel of land measuring about 5 cottahs 1 chittak 7 sq.ft. more or less together with buildings and structures standing thereon, known as Premises No. 18A, Vivekananda Road, P.S. Girish Park, Kolkata – 700 006, as more fully described in the registered Deed of Lease dated 16.10.2007.

THE SECOND SCHEDULE ABOVE REFERRED TO

(The Said Unit)

ALL THAT the [Flat/Plot] being No., Block No., Floor No. in the Project “.....”, having carpet area sq.mtr, built-up area sq.mtr, super built-up area sq.mtr. along with parking space no., situate at Premises No. 18A, Vivekananda Road, P.S. Girish Park, Kolkata – 700 006, together with undivided proportionate share in the leasehold rights in the Said Land and the right to use the Common Areas and facilities of the Project, more fully shown in the plan annexed hereto and bordered in red.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

For the Owner (Ram Sundar Mullick Debutor Estate)

_____ (Trustees/Shebait)

For the Promoter (MARUTI NANDAN PROPERTIES (P) LTD.)

_____ (Damodar Das Daga – Authorised Signatory)

Allottee / Purchaser

Witnesses:

1. _____ (Name & Address)

2. _____ (Name & Address)

Drafted & Prepared by:

[Advocate Name, Chamber Address & Contact Details]