

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE(“CONVEYANCE”) executed on this _____ day of _____, 20__

By and Between

- (i) **M/S GANAPATI NIWAS PVT. LTD, (PAN AABCG9069K)** (CIN: U45201WB1996PTC081016) a company registered under Companies Act, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069, represented by its authorized signatory Mr. Harsh VardhanKajaria, (PAN-AKBPK6118N) son of Mr. Arun Kumar Kajaria, by faith: Indian, by occupation: Indian hereinafter referred to as the “**OWNER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors-in-interest/office and permitted assigns).
- (ii) **ARCHANA PROPERTIES (P) LTD., (PAN AADCA9711E)**, (CIN : U70109WB1999PTC089618) a company incorporated under the provisions of the Companies Act, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069,, represented by its authorized signatory Mr. Harsh VardhanKajaria, (PAN-AKBPK6118N) son of Mr. Arun Kumar Kajaria, by faith: Indian, by occupation:Business, hereinafter referred to as the “**DEVELOPER**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors-in-interest/office and permitted assigns)

And

Mr./Ms. _____, (Aadhar no. _____) son /daughter of _____, aged about _____ residing at _____, (PAN _____), hereinafter called the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the purchaser’s heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

(The “**Owner**” and the “**Developer**”, collectively are referred to as the “**Promoters**”, and the “**Owner**”, “**Developer**” and the “**Purchaser**” are individually referred to as “**Party**” and collectively as “**Parties**”)

BACKGROUND:

- A. The Owner is the absolute and lawful owner of the property more fully described in the **Part-I** of the **FIRST SCHEDULE** hereto (the “**SAID LAND**”), which was purchased by the Owner as per the particulars of title of the Said Land as more fully described in the **SECOND SCHEDULE** hereto.

- B. The Owner had desired to and accordingly earmarked the Said Land for the purpose of building a project “**Happy Homes V**” comprising of residential apartments and as also commercial units and also other spaces and common areas (the “**PROJECT**”).

- C. The Owner has entered into an agreement dated the 5th day of November 2018, with the Developer for construction and development of the Project on the Said Land (the “**DEVELOPMENT AGREEMENT**”).
- D. The Developer has made a scheme of constructing and developing the Project in one or more phases, for construction of residential and self-contained commercial units capable of independent use and also the common areas for convenience and beneficial use of all the occupiers of the Project.
- E. The common areas of the Project, inter alia, consists of amenities and facilities, some of which are situated within Phase - I (as defined below) having been / being constructed on Phase - I Land (as defined below) and the others are to be situated in other parts of the Project to be built in the remaining phases of the Project on the Said Land, all of which, however, (irrespective of the location thereof and the phase(s) in which they will be constructed) are/would be earmarked and/or meant / to be meant to be used in common by all the occupants of the Phase - I and/or the occupants of the remaining phases of the Project, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project on Phase - I Land and/or the Said Land, as the case may be. The details of the common areas available for use in common by all the occupants of the Project are given in the **THIRD SCHEDULE** hereunder written (collectively the “**COMMON AREAS**”).

- F. The Promoters, at the first instance, demarcated a portion of the Said Land morefully described in **Part-I** of the **FIRST SCHEDULE** hereto (the “**PHASE-I LAND**”). The Promoters caused a plan prepared by its architects for construction of several buildings and got the said plan sanctioned vide building plan no. 491/621/KMDA DT 18/7/2018 (the “**SAID PLAN**”) and, inter alia, in the Phase – I, took up construction and development of buildings of Phase – I with provisions for amenities and facilities(the “**PHASE-I**”)and has, accordingly, built and/or constructed flats/unitsin the buildings of the said Phase – I.
- G. The Promoters have registered Phase – I of the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017(West Ben. Act XLI of 2017) (the “**Act**”) read with the rules framed thereunder (the “**Rules**”) with the West Bengal Housing Industry Regulatory Authority (the “**Authority**”) at Kolkata, under registration no. _____.
- H. The Purchaser had applied for allotment of an apartment in Phase – I/ then under development vide application No. [■] dated [■] and under an agreement for sale dated the ____ day of _____ (and on the terms and conditions and on payment of the consideration amount agreed as per the payment plan mentioned therein), was allotted Apartment No.[■]having saleable super built-up area of [■] (_____) square feet, and Hira carpet area of sqft more or less, on the[■]floor in the building no. [■] (the “**BUILDING**”) along with [■]Nos. of vehicleparking space if any specifically allotted herein , also along with balcony/ verandah and along with open terrace, if any, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Project,

which Common Areas is defined in the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project. (morefully described in the **FOURTH SCHEDULE** hereunder written and collectively the “**SAID UNIT**”).

- I. The Developer has since completed the construction of the Phase - I including the Said Unit and has also completed the construction of the common areas of Phase –I, and has obtained the completion certificate of the Phase I from the authorities.
- J. In pursuance of the aforesaid and by these presents the Said Unit (along with the rights appurtenant thereto) is being conveyed and/or transferred by the Developer with the consent and concurrence of the Owner in favor of the Purchaser and the undivided proportionate share in the Common Areas which have been constructed and/or built upon by the Developer as also the undivided proportionate share in the Common Areas which are not built upon and/or which are open to sky together with the right to use such Common Areas, in common, along with other occupants and maintenance staff etc. of the building/block and/or the Phase - I (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Developer (with the consent and concurrence of the Owner) to the Purchaser.
- K. The Purchaser has understood and has accepted the under mentioned scheme of the development of the Project.
 - a. **Development of Project:-** The Developer is developing and/or proposing to develop in due course, the entirety of the Said Land, comprising the Project, as also other phases of the Project.
 - b. **Extent Of Rights:-** The rights of the Purchaser is limited to the ownership of the Said Unit and the rights appurtenant and attributable to the Said Unit.

The Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

- c. **Common Areas (comprised within the Project)subject to change:** The Common Areas which are comprised within the Project and/or in other phases and/or portions of the Project shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer (without affecting the rights of the Purchaser, prejudicially) to accommodate its future plans regarding the Said Land and/or the Project. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas comprised within the Project or to be comprised in other portions of the Said Land and/or the Project.
- d. **Only User Rights in Common Areas:-** The Purchaser shall only have User Rights in the Common Areas comprised within the Project as also in other Common Areas of other phases of the Project to the extent required for beneficial use and enjoyment of the Said Unit and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area and/or other Common Areas of the Project.
- e. **Satisfaction of title:** The Purchaser is fully satisfied about the Title of the Promoters, right and entitlement of the Owner in the Said Land, the Said Plan all background papers, the right of the Promoters to grant this conveyance, the scheme of the development described above and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement for Sale **AND** in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the **FIFTH SCHEDULE** herein (the receipt whereof the Developer do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Unit and the rights

and properties appurtenant thereto) the Developer doth hereby grant, sell, convey, transfer, assign and assure and the Owner doth hereby confirm the same unto the Purchaser **ALL THAT** the Said Unit (along with rights appurtenant thereto) as more fully described in **PART - I** of the **FOURTH SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the “**SAID UNIT**”) along with the undivided proportionate share as also the right to use the Common Areas, (morefully described in the **THIRD SCHEDULE** hereunder written, hereinbefore as also hereinafter collectively referred to as the “**COMMON AREAS**”) in common along with other occupants and maintenance staff etc. of the building/Project without causing any inconvenience or hindrance to them, morefully described in **PART II** of the **FOURTH SCHEDULE** hereunder written (collectively the “**COMMON AREA SHARE AND USER RIGHTS**”) **TO HAVE AND TO HOLD** the Said Unit And The Common Area Share And User Rights (hereinafter collectively referred to as the “**SAID UNIT AND THE RIGHTS APPURTENANT THERETO**”) unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Unit And The Rights Appurtenant Thereto or in anywise appertaining thereto, or any part thereof, usually held. Used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Unit And The Rights Appurtenant Thereto **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoters into or upon the Said Unit And The Rights Appurtenant Thereto **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants

running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Unit And The Rights Appurtenant Thereto wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the undivided proportionate share in the Common Areas and the right of user and enjoyment thereof shall always be deemed to have been conveyed to the Purchaser by the Developer with the Said Unit even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

2. PURCHASER'S COVENANTS:

The Purchaser doth hereby, agree, accept and covenant with the Promoters as follows:

- 2.1 Inspection of Plan/Fixtures/Fittings:** The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the building(s) of the Project and/or the Said Unit and is satisfied as to the Said Plan and/or the construction of the building(s) of the Project/ Phase I 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 Said Unit and also to the nature, scope and extent of benefit or interest in the Project and/or in the common areas.
- 2.2 User:** Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said premises and the neighboring premises and shall not use the Said Unit for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity;
- 2.3 Use of Common Areas:** The Purchaser, along with other purchasers/ occupants of other apartments/units in the Project and/or the Phase 1, will

be entitled to use and enjoy only such of the Common Areas in the Project, as the case may be, which would be earmarked and/or designated for common use by the Promoters, at its sole discretion.

2.4 Is satisfied with rights of the Owners and the Developer

2.5 The Purchaser is satisfied with the plan of the unit, nature of construction made and the facilities and benefits offered, loading of saleable area in respect of the said unit, Rights and benefits granted to Purchaser and those reserved unto the Developer, Retention of rights of Developer, and the various extra amount and deposits paid by the Purchaser in terms of the Agreement.

2.6 The mode and manner of apportionment of maintenance expenses of the Common Areas (either comprised within the Project or other portions of the Project) amongst the co-owners (including the Purchaser) will be decided by the Promoters and/or the Association upon its formation, as the case may be. In case of non-payment of maintenance expenses, the Promoters, till such time it maintains such Common Areas or the Association, when formed, will be entitled to withhold /discontinue the services for the period of non-payment of maintenance expenses by the Purchaser.

2.7 The Purchaser shall:

2.7.1 Payment of Rates and Taxes: On and from the date so notified by the Developer to the Purchaser pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Unit in the Project as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer. That the Purchaser shall within six months from the date of execution of these presents at their cost shall apply for obtaining mutation of their names as the owner until the assessed the Purchaser shall pay proportionate taxes.

2.7.2 Colour Scheme/Modifications: Not change/modify / alter the external façade (on all sides) of the Said Unit or to make any structural changes of any nature, in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces of the Said Unit which are part of the exterior elevation and/or part of the exterior colour scheme of the building(s).

2.7.3 Good Order and Condition: Keep the interiors of the Said Unit and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.

2.7.4 Necessary Repairs and Maintenance: Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Unit without causing any

inconvenience to the other owners/occupiers of the Project and/or the Phase – I of the Project.

2.7.5 Observance of Laws: Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Sellers are held responsible or liable for any liability, whatsoever, for the same.

2.7.6 Maintenance of Said Unit: Maintain the Said Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Said Unit and shall keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings 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;

2.8 The Purchaser shall not:

2.8.1 Repair: Ask the Developer to undertake any repair or rectification work in the Said Unit.

2.8.2 Complaint: Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Unit and/or the amenities, utilities and/or facilities provided in the Said Unit and/or in the Project and/or in the Phase - I after the execution of these presents.

2.8.3 Nuisance: Do, allow or cause to be done anything within or in the vicinity of the Said Unit, which may cause nuisance or annoyance to others.

2.8.4 Storage of Hazardous Goods: Store or bring or allow to be stored and brought in the Said Unit any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Unit and shall take care while carrying heavy packages , which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the building and in case any damage is caused to the building or the Said Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages;

2.8.5 No Ownership Claim: Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any

nature whatsoever (except specifically conveyed under these presents) in other areas of the Project and/or in the Project and/or in the Common Areas within the Project and/or other Common Areas of the Project save and except the Said Unit.

2.8.6 Put up Letter box/signage: No name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the Said Unit or on the outside wall of the Buildings so as to be visible from outside the Said Unit. Save at the place as be approved or provided by the Developer Provided however nothing contained herein shall prevent the Purchaser to put a decent name plate on the outface of the main door of the said flat or unit.

2.8.7 Object to the installations: not to object to the erection, and maintenance of hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the buildings and/or other areas in the buildings and/or the Project which may be allowed to be put up to ensure better connectivity and/or better network within the Building and/or to augment the financial resources of the Association without being required to pay any charges for the same to anyone.

2.8.8 Restrictions and other obligations: As from the date of possession of the said unit, the Purchaser agrees and covenants:

- (i) To co-operate with the Developer and/or Association in the management and maintenance of the buildings of Phase I and/or the Project;
- (ii) To observe the rules or regulations framed from time to time by the Developer, and/or Association in respect of the Said Unit and/or the building of Phase I and/or of the Project;
- (iii) To allow the authorized representatives of the Developer and/or and/or Association with or without workmen to enter into the Said Unit for the purpose of maintenance and repairs;
- (iv) To pay the charges of the electricity and other utilities in or relating to the Said Unit wholly and proportionately in relating to the Common Areas;
- (v) Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;
- (vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Unit

and / or in the buildings of Phase I and/or of the Project or in any portion of the Common Areas save at the places indicated therefore;

- (vii) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof;
- (viii) Not to fix or install air conditioner/s in the Said Unit save and except at the place/s which have specified in the Said Unit for the same;
- (ix) Not to do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or adjacent to the Said Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;
- (x) Not to damage or demolish or cause to be damaged or demolished the Said Unit or any part thereof or the fittings and fixtures affixed thereto;
- (xi) Not to permit closing of the verandah or balconies or lobbies and Common Areas and also not to permit any alterations in the elevation;
- (xii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xiii) Not to make in the Said Unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and/or any concerned authority;
- (xiv) Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own car and not to raise or put up any kutchha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
- (xv) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the

open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchaser has been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;

- (xvi) To use only those Common Areas for ingress and egress to the Said Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the said premises;
- (xvii) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising there from;
- (xviii) Not to obstruct or object to the Developer doing or permitting anyone to do any construction, alteration or work in the said premises and/or the building;
- (xix) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other units;
- (xx) The Purchaser shall have only the proportionate right and interest in the Common Areas (save those reserved unto the Developer) and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer or the other co-owners;
- (xxi) To regularly and punctually pay and discharge to the Developer or the Association or the concerned statutory semi-government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the Said Unit and the rights and properties appurtenant thereto and also proportionately for the Common Areas and/or portions within the 7th (Seventh) day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;

- (xxii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Developer and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;
- (xxiii) So long as each unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate whichever is earlier be liable to pay proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the Said Unit.
- (xxiv) After taking delivery of the Said Unit, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- (xxv) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Developer or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Developer or the Association as the case may be, for all such amounts falling due together with interest;
- (xxvi) In case the Developer and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer and/or Association and also interest at the rate of and $\frac{1}{2}$ percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.
- (xxvii) And the Purchaser hereby undertakes not to raise any objection or to make any claim to the contrary under this Conveyance.

3. PROMOTERS' COVENANTS:

- 3.1** The Promoters doth hereby covenant with the Purchaser that the Promoters in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Unit.
- 3.2** The Promoters, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser or any one of them, cause to be produced to the Purchaser or their attorneys or agent for inspection the title deeds in connection with the Said Land in its custody and should give photocopies thereof and in due course of time, to handover all such title deeds to the association of the flat/unit owners, when formed.
- 3.3** Hand over all title documents, etc. to the Association of flat/unit owners, when formed and will also handover all relevant documents of the Project such as sanction plan, completion plan, completion certificate, electrical drawings, plumbing drawings, fire NOC, lift licenses, generator permissions, all AMC Documents, and all other relevant documents to the elected nominees/board of managers of the Association.

4. Mutual Covenants:

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

4.1 Transfer/conveyance of Common Area Share And User Rights:

The Purchaser has been categorically made aware by the Promoters that the Common Area Share And User Rights as defined in **Part II of the FOURTH SCHEDULE** hereunder written being conveyed/transferred to the Purchaser is being transferred as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Promoters that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the Said Act read with the Said Rules as is applicable in the state of West Bengal)

the Promoters would be under obligation, inter alia, to transfer the Common Areas as mentioned in the **THIRD SCHEDULE** hereunder written to the Association, (as defined below) when formed, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, upon receiving a request from the Promoters, sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Promoters. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

4.2 The Purchaser's proportionate share in all matters concerning the Said Unit And The Rights Appurtenant There To shall be the proportion which the carpet area of the Said Unit may bear to the carpet area of all the Apartments/Units of the Building/Project. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Promoters or the Association upon its formation shall be binding on the Purchaser.

4.3 This Indenture as aforesaid, contains the entire agreement of the Parties. In case of any inconsistency or contradiction with the

Agreement for Sale of the Said Unit, then the terms and conditions of this Indenture shall prevail. This deed supersedes all writings understanding agreements brochures and any other agreement between the parties hereto and the purchaser agrees not to rely on the same save and except the applicable covenants of this agreement for sale of the said Unit.

5. Interpretation:

1. Words importing singular number, shall wherever applicable, include plural number.
2. Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.
3. Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.
4. Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

THE FIRST SCHEDULE ABOVE REFERRED TO
PART-I

(SAID LAND)

ALL THATthe piece and parcel of “Housing Complex” Land measuring 8856.44 Sq. Mt. be the same a little more or less, comprised on LR Dag Nos. – 1508, 1509, 1510 of Mouza – Ramchandrapur, JL No. – 58, LR Khatian No. – 2222 and LR Dag Nos. – 2556(part) , 2564(part), 2565, 2566(part), 2567(part) of Mouza – Bonhoogly, JL No –

65, LR Khatian No – 6665, Mohan Ghosh Road, Bagher Gholgaria, PS – Sonarpur, District – South 24 Parganas, under the jurisdiction of 24(S) PGS ZillaParishad.

(PHASE – II LAND)

ALL THAT a demarcated portion of the land measuring 18623.11 Sq. Mt. be the same a little more or less, comprised on LR Dag Nos. –1511, 1512, 1517, 1518, 1519, 1520, 1521, 1522, 1539, 1540, 1541, 1542, 1543, 1544, 1548, 1549, 1550 of Mouza – Ramchandrapur, JL No. – 58, LR Khatian No. – 2222 and LR Dag Nos. – 2555, 2556(part), 2557, 2558, 2564(part), 2565, 2566(part), 2567(part) of Mouza – Bonhoogly, JL No – 65, LR Khatian No – 6665, Mohan Ghosh Road, BagherGholgaria, PS – Sonarpur, District – South 24 Parganas, under the jurisdiction of 24(S) PGS ZillaParishad..

THE SECOND SCHEDULE ABOVE REFERRED TO

(Particulars of title)

- A.** The property situated at, Mouza – Bonhooghly, J.L. No. 55, R.S. Dag No. 2567, corresponding to LR Dag no. 2567, under R.S. Khatian No. 310 under L.R. Khatian no. 6665, measuring about 0.14 acres of “Sali” Land, be the same a little more or less, 50% or half-share in undivided land of the property situated at Mouza – Ramchandrapur, J.L. No. 58, R.S. Dag No. 1355, corresponding to LR Dag no. 1497, under R.S. Khatian No. 338 and L.R. Khatian no. 2222, measuring about 0.255 acres from out of 0.51 acres, 50% or half-share in undivided land at Mouza – Ramchandrapur, J.L. No. 58, R.S. Dag Nos. 1376, 1375, 1379, 1400, 1399, 1377, 1401, 1397, 1368, 1366, 1398, 1367, 1378, 1408, 1406, 1407, 1402, 1369, 1370, 1380, corresponding to L.R. Dag Nos. 1518, 1517, 1521, 1542, 1541, 1519, 1543, 1539, 1510,

1508, 1540, 1509, 1520, 1550, 1548, 1549, 1544, 1511, 1512, 1522 under R.S. Khatian Nos. 383, 390, 383, 386, 391, 743, 475, 392, 257, 744, 303, 387, 541, 466, 505, 421, 390, 391, 386, corresponding to L.R. Khaian no. 2222 measuring about 2.1925 acres (50% of 4.3850 acres) of “Sali” Land; 50% or half-share in undivided land at Mouza – Bonhooghly, J.L. No. 55, L.R. Dag Nos. 2564, 2555, 2556, 2557, 2558, 2566, under L.R. Khatian Nos. 88, 307, 322, 354, measuring about 0.5556 acres(50% of 1.1112 acres) of land, all aggregating to a total of 3.1431 acres of Land, be same a little more or less of the property belonged to one Smt. Usha Gupta, wife of Banwarilal Gupta was purchased byM/s Ganapati Niwas Pvt. Ltd. from the said Smt. Usha Gupta by a deed of conveyance dated 3rdOctober, 2008 (admitted to registration on 18/02/2010)for the valuable consideration mentioned therein and the said deed of conveyance was registered in the Office of Additional Registrar of Assurances – I at Kolkata and recorded in Book No. I, Volume No. 4, Pages 4966 to 4933, Being No.1442 for the year 2010.

- B.** The property situated at Mouza – Ramchandrapur, being 50% or half-share in undivided land of R.S. Dag Nos. 1376, 1375, 1379, 1400, 1399, 1377, 1401, 1397, 1368, 1366, 1398, 1367, 1378, 1408, 1406, 1407, 1402, 1369, 1370, 1380, corresponding to L.R. dag nos. 1518, 1517, 1521, 1542, 1541, 1519, 1543, 1539, 1510, 1508, 1540, 1509, 1520, 1550, 1548, 1549, 1544, 1511, 1512 and 1522, under R.S. Khatian Nos. 383, 390, 383, 386, 391, 743, 475, 392, 257, 744, 303, 387, 541, 466, 505, 421, 390, 391, 386, corresponding to L.R. Khatian no. 2222, J.L. No. 58, measuring about 2.1925 acres(50% of 4.3850 acres) of “Sali” Land, the property being 50% or half-share in undivided land at Mouza – Bonhooghly, J.L. No. 55, L.R. Dag Nos. 2564, 2555, 2556, 2557, 2558, 2566, under L.R. Khatian Nos. 88, 307, 322, 354, measuring about 0.5556 acres(50% of 1.1112 acres) of “Sali” Land,

aggregating to a total of 2.7481 acres land, be the same a little more or less of the property belonged to one Smt. Shukla Agarwal alias Gupta, wife of Swaroop Lal Agarwal, was purchased by M/s Ganapati Niwas Pvt. Ltd. from the said Smt. Shukla Agarwal alias Gupta by a deed of conveyance dated 3rd October, 2008 (admitted to registration on 18/02/2010) for the valuable consideration mentioned therein and the said deed was registered in the Office of Additional Registrar of Assurances – I at Kolkata and recorded in Book No. 1, Volume No. 4, Pages 4994 to 5020, Being No.1443 for the year 2010.

- C.** The property situated at Mouza – Ramchandrapur and Bonhooghly, at J.L. No. 58 and 65, R.S. Dag Nos. 1355, 2565, 2564, under Khatian Nos. 338, 560, 88, measuring about 1.62 1/2 acres, be same a little more or less of the property belonged to one Shri Yogesh Agarwal alias Jagadish Agarwal, son of late Kishore Chand Agarwal, was purchased by M/s Ganapati Niwas Pvt. Ltd. by a deed of conveyance dated 3rd October, 2008 (admitted for registration on 18/02/2010) for the valuable consideration mentioned therein and the said deed was registered in the Office of Additional Registrar of Assurances – I at Kolkata and recorded in Book No. 1, Volume No. 4, Pages 5021 to 5037, Being No.1444 for the year 2010.
- D.** The said M/s Ganapati Niwas Pvt. Ltd. consolidated the abovementioned parcels of land as mentioned in A, B and C above, by virtue of which the Owner's total holding became 7.52 acres, which is the Said Land herein.
- E.** The said M/S Ganapati Niwas Pvt. Ltd. (the Owner herein) duly caused the Said Land to be mutated in its name in the records of the B.L. & L.R.O. and

after mutation was allotted Khatian being Nos. 6665 and 2222, and also got the Said Land converted to “Housing Complex” under the relevant laws.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

ALL THAT the common areas, facilities, amenities and/or the portions of the Project including those situated within Phase – I of the Project, which are meant by the Promoters for beneficial common use and enjoyment of the Purchaser and/or other occupants of the buildings of the Project and/or the Project which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoters and shall include:

- (i) The Said Land Part I on which the Project is situated including the Project land on which the Project is constructed and/or developed.
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings within the Project;
- (iii) the common , portion of terraces , parks, play areas open parking areas for visitors and common storage spaces
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, water and sanitation, etc.;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community facilities as provided in the Project;
- (viii) all other portion of the Project, including those, situated within the Project, necessary or convenient for its maintenance, safety, etc., and earmarked by the Sellers for common use

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Part-I)

(Said Unit)

ALL THAT the Flat/unit No Block: Floor having salable area of
sqft, HIRA carpet area of sqft and Car Parking being situated in Phase
- I all of them delineated on the plan annexed hereto and bordered in

colour "**BROWN**" thereon on the plan annexed being **Annexure-A** hereto **TOGETHER WITH** the right to use the Common Areas in common with the other occupants of the building of the Phase –I border on Plan "A" annexed.

Note: Four wheeler car parking-space cannot be used for parking more than one car, two wheeler or three wheeler at a time.

(Part II)

(Common Area Share And User Right)

ALL THAT the undivided proportionate share as also the right to use the Common Areas (which common areas are morefully described in the Third Schedule herein above) along with the other occupants and maintenance staff etc. without causing any inconvenience or hindrance to them.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Consideration)

Rs. _____/- (Rupees _____) only for the Said Unit And The Properties Appurtenant Thereto, paid by the Purchaser to the Developer in full and final satisfaction and the Developer doth hereby admit and acknowledge the same.

IN WITNESS WHEREOF the Parties hereto have executed this Conveyance at Kolkata on the day month and year first above written.

Executed and Delivered by the **Owner** in the presence of :

1.

2.

Executed and Delivered by the

Developer in the presence of :

1.

2.

Executed and Delivered by the
Purchaser in the presence of:

1.

2.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of Rs. _____ /- (Rupees _____) only being the full consideration payable under these presents for the Said Unit and The Properties Appurtenant Thereto.

Developer

Witness:

(i) .

(ii) .

DATED THIS ___ DAY OF _____, 2018

BETWEEN

ARCHANA PROPERTIES PVT. LTD.

AND

GANAPATI NIWAS PVT. LTD.

AND

CONVEYANCE

C. P. KAKARANIA
Advocate
10, Old Post Office Street
Kolkata - 700 001.