

CONVEYANCE

1. Date: _____
2. Place: Kolkata
3. Parties

3.1 **RAFAT JAHAN**, wife of Md. Kamal Ashraf, nationality Indian, by faith Islam, by occupation Business, residing at 110/H/7B, Elliot Road, Park Street, Post Office Park Street, Police Station Park Street Kolkata-700016, [PAN **AMXPJ3942R**] represented by her constituted attorney of **AL-Madina Realty LLP**, a Limited Liability Partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 3, Royd Lane, 3rd Floor, Post Office Park Street, Police Station Park Street, Kolkata-700016, [PAN **ABTFA2828G**], represented by its designated Partner, **Mohammad Kamal Ashraf alias Md. Kamal Ashraf**, son of Md. Samsuddin, nationality Indian, by faith Muslim, by occupation Business, working for gain at 3, Royd Lane, 3 rd Floor, Post Office Park Street, Police Station Park Street, Kolkata-700016 [PAN **AIFPA3630H**],

(collectively **Owner**, which expression shall include its successors-in-interest/s and/or assignee/s)

And

3.2. **AL-MADINA REALTY LLP**, a Limited Liability Partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 3, Royd Lane, 3rd Floor, Post Office Park Street, Police Station Park Street , Kolkata-700016, [PAN **ABTFA2828G**], represented by its designated Partner, **Mohammad Kamal Ashraf alias Md. Kamal Ashraf**, son of Md. Samsuddin, nationality Indian, by faith Muslim, by occupation Business, working for gain at 3, Royd Lane, 3rd Floor, Post Office Park Street, Police Station Park Street, Kolkata-700016 [PAN **AIFPA3630H**]

(**Promoter**, which expression shall include its successors-in-interest/s and/or assignee/s)

And

3.2.1. _____, ___ of _____, by faith _____, by nationality _____, by occupation _____, residing at: _____, _____, _____, _____, PIN _____, Post Office _____, Police Station _____, _____ (PAN _____) (Aadhaar No. _____)

(Allottee, which expression shall include his/her heirs, executors, administrators, successors-in-interest and/or permitted assigns)

Owner, Promoter and Allottee referred to as such or as **Party** and collectively **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 **Said Apartment:** The Allottee had applied for an apartment in the Project dated _____, _____ and have been allotted Residential Apartment no. ___ on the ___ floor, having a super built-up area of _____ square feet, more or less, being a part of the Real Estate Project (defined in Clause 5.1.9 below) named **AMR ICON (Said Project)**, being more particularly described in **Schedule B** below, lying situate at land classified as *Bastu* (Home Street Land), measuring 9.25 (nine point two five) *decimal*, more or less, equivalent to 5 (five) *cottah* 9 (nine) *chittak* 27 (twenty seven) *square feet*, more or less, comprised in R.S./L.R. *Dag* No. 195, recorded under L.R. *Khatian* No. 2674, *Mouza* Nayabad, J.L. No. 25, Police Station Kasba, being Scheme Plot Nos. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas, (**Said Premises**), which is more fully described in **Schedule A**.

- 4.2 **Said Parking Space:** The right to park in the parking space/s described in the **Schedule B** below (**Said Parking Space**), if any.
- 4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Project, as be attributable and appurtenant to the Said Apartment (**Land Share**).
- 4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in the **Schedule D** below (**Common Areas And Facilities**).
- 4.5 **Said Flat And Appurtenances:** The subject matter of this 4.1, 4.2, 4.3 and 4.4 above, being Conveyance is the Said Apartment, the Said Parking Space, the Land Share, the Share In Common Areas, which are collectively described in the **Schedule B** below (collectively **Said Flat And Appurtenances**).
5. **Background, Representations, Warranties and Covenants Representations and Warranties Regarding Title:**
- 5.1 **Representations and Warranties Regarding Title:** The Owner and Promoter has represented and warranted to the Allottee regarding title as follows:
- 5.1.1. **Purchase by Anjali Nandy & Ors. :** By 2 (two) Indentures, both dated 29th August, 2000, registered in the Office of the D.S.R. III, Alipore, in Book No. I, Being Deeds No. 3946 and 3947, respectively, for the year 2000; one Amit Kumar Munshi and one Supriya Munshi respectively, jointly sold, conveyed and transferred land measuring 9.25 (nine point two five) *decimal*, more or less, equivalent to 5 (five) *cottah* 9 (nine) *chittak* 27 (twenty seven) *square feet*, more or less, comprised in R.S./L.R. *Dag* No. 195, in *Mouza* Nayabad, J.L. No. 25, Police Station Kasba, being Scheme Plot Nos. 24 and 25, Municipal Premises No. 932, Nayabad, Kolkata 700094, Assesse No. 31-109-08-2484-7,

Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas (**Said Premises**), to Anjali Nandy, Jayanta Nandy and Achintya Nandi *alias* Nandy, free from encumbrances.

5.1.2. Sale to Trinity Realty Private Limited: By a Deed of Conveyance, dated 26th March, 2013, registered in the Office of the District Sub-Registrar- III, South 24 Parganas, in Book No. I, CD Volume No. 7, at Pages 2663 to 2693, being Deed No. 03427 for the year 2013, the said Anjali Nandy, Jayanta Nandy and Achintya Nandi *alias* Nandy jointly sold, conveyed and transferred the Said Premises to Trinity Realty Private Limited, for the valuable consideration and on the term mentioned therein.

5.1.4. Ownership of Trinity Realty Private Limited: In above mentioned circumstances Trinity Realty Pvt. Ltd. became the sole and absolute owner of Said Premises.

5.1.5. Mutation by Trinity Realty Private Limited: Trinity Realty Pvt. Ltd. got its name mutated in the records of the Block Land and Land Reforms Office at Additional Thakurpukur Metiyaburuj, under L.R. *Khatian* No. 2104, comprised in the Said Premises.

5.1.6. Conversion of Land: Trinity Realty Pvt. Ltd. got the property converted from *shali* to *bastu*, vide conversion memo no. 17/3431/Con Certificate/BLLRO/ATM/Kasba/19, dated 14.08.2019, in the records of the Block Land and Land Reforms Office at Additional Thakurpukur Metiyaburuj, comprised in the Said Premises.

5.1.7. Mutation: Trinity Realty Pvt. Ltd. got its name mutated in the records of the Kolkata Municipal Corporation, comprised in the Said Premises.

5.1.8. **Sale to the Owner:** By a Deed of Conveyance dated 3rd December, 2021, registered in the Office of the Additional Registrar of Assurance (A.R.A. IV) Kolkata, in Book No. I, Volume No. 1904-2022, at Pages 41649 to 41680, being Deed No. 190416165 for the year 2021, **Trinity Realty Pvt. Ltd.** sold the Said Premises to the Owner. Thereafter, the Owner got her name mutated in the records of B.L. & L.R.O, vide L.R. *Khatian* No. 2674 in respect of the Said Premises defined in the Schedule 'A' below.

5.1.9. **Mutation by the Owner:** The Kolkata Municipal Corporation has assessed the Said Premises under Assesse No. 31-109-08-2484-7 and mutated the name of the Owner.

5.1.10. **Plan Sanction:** The Owner got a Plan sanctioned from the Kolkata Municipal Corporation for the purpose of building a residential project on the Said Premises, *vide* Plan No. - B.P No. 2022120242 dated 2nd August, 2022.

5.1.11. **Development Agreement:** The Owner and the Promoter have entered into a Development Agreement dated 3rd September, 2022 and the same was registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2022, at Pages 905255 to 905285, being Deed No.190414563 for the year 2022.

5.1.8. **Power of Attorneys:** The Owner has granted 1 (one) Development Power of Attorney dated 12th September, 2022, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, and recorded in Book No. I, Volume No. _____, at Pages _____ to _____, being Deed No.190415784 for the year 2021 for the sole purpose of developing the Said Premises for the transfer/sale of the apartments of the Said Project, in favour of the Promoter.

5.1.9. Terms of Development Agreement: In terms of the Said Development Agreement, the Owner has become entitled to transfer, encumber or otherwise alienate or dispose of the Apartments, parking spaces and other transferrable spaces (**Owner's Allocation**) in the Said Complex and to appropriate the entire consideration therefor.

5.1.10. The Real Estate Project: The Said Premises (includes First Portion of the Said Premises and Second portion of the Said Premises) is earmarked for the purpose of building a residential project comprising G+4 residential building ("**Said Building**") and car parking spaces and the said residential project shall be known as **AMR ICON** ("**Said Project**") . The development of the Said Project known as '**AMR ICON**' and proposed as a "real estate project" by the Promoter and is being registered as a 'real estate project' (**the Real Estate Project or Project**) with the West Bengal Housing Industry Regulatory Authority (**Authority**), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

5.1.11. Legal Formalities: The Promoter is fully competent to enter into this Conveyance and all the legal formalities with respect to the right, title and interest of the Owner/Promoter regarding the Said Premises on which Project is to be constructed have been completed.

5.1.12. Layout plan, Sanctioned plan, Specifications and Approvals for the Project: The Owner and/or the Promoter has obtained the final layout plan, sanctioned plan bearing Plan Sanction Number 2020120292 dated 24th December, 2020, specifications and approvals for the Project and also for the apartment or building, as the case may be from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

5.1.13. Registration of Promoter: The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory

Authority at Kolkata on 31.03.2021 under registration no. HIRA/P/KOL/2021/001248.

5.1.14. **Application and Allotment to Allottee:** The Allottee, intending to be a Transferee, upon full satisfaction of the Owners' title and the Promoter's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Promoter has allotted the same to the Allottee, who, in due course, entered into an agreement for sale dated _____, ____ (Said Agreement) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.

5.1.15. **Construction of Said Building:** The Promoter has completed construction of the Said Building.

5.1.16. **Conveyance to Buyers/Allottee:** In furtherance of the above, the Owner and the Promoter are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Allottee, by these presents, on the terms and conditions contained herein.

5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Owner and Promoter represents, warrants and covenants with the Purchase regarding encumbrances as follows:

5.2.1 **Rights of Owner and Promoter:** The Owner and/or the Promoter is seized and possessed of and well and sufficiently entitled to the Said Flat and Appurtenances. No person other than the Vendor has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Flat And Appurtenances or any part thereof and there are no outstanding actions, claims or demands between the Vendor and any third party and thus the entirety of Said Flat And Appurtenances is free from all encumbrances, liens, mortgages, charges, financial institution charges, attachments, Income Tax attachments, *lis pendens*, uses, trusts, restrictions, prohibitions, statutory prohibitions, *debuttars*, *wakfs*, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments,

requisitions, acquisitions and alignments whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Flat And Appurtenances is free, clear and marketable.

- 5.2.2 **No Express or Implied Mortgage:** Neither the title deed nor any other documents in respect of the Said Flat And Appurtenances or any part thereof have been deposited in favor of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise. Further, the Said Flat And Appurtenances is not affected by or subject to any personal or collateral guarantee for securing any financial accommodation.
- 5.2.3 **No Right of Preemption:** No person or persons whatsoever have/had/has ever claimed any right of pre-emption over and in respect of the Said Flat And Appurtenances or any part thereof.
- 5.2.4 **No Previous Agreement:** The Owner and/or the Promoter has not dealt with the Said Flat And Appurtenances in any manner nor created any right, title or interest therein in favor of any third party in any manner whatsoever or howsoever and has not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Flat And Appurtenances.
- 5.2.5 **No Covenants and Restrictions:** The Said Flat And Appurtenances is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.

5.2.6 **Easements Unrestricted:** No right or easement appurtenant to or benefiting the Said Flat And Appurtenances is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Flat And Appurtenances.

5.2.7 **No Legal Proceeding:**

(1) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Flat And Appurtenances or the Owner and the Promoter, which may in any manner prejudicially affect the rights of the Allottee under this Conveyance or any obligation, act or omission stated hereunder nor is there any threat of any such proceedings;

(2) There are no unfulfilled or unsatisfied judgments, injunctions, attachments, court orders, debts, and notices, in respect of the Said Flat and Appurtenances or the Owner or the Promoter;

(3) There is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Flat and Appurtenances; and

(4) There is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Flat And Appurtenances or the Owner and/or the Promoter and the Promoter and/or the Owner is not engaged, whether as plaintiff or defendant or otherwise, in any litigation, criminal or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no litigation, criminal or arbitration proceedings are pending by or against the Owner and/or the Promoter and there are no facts which are likely to give rise to the same or to proceedings in respect

of which the Owner or the Promoter would be liable to indemnify any person concerned.

- 5.2.8 **No Attachment:** The Said Flat And Appurtenances never was or is subject to any attachment under any of the provisions of the Public Demands Recovery Act, 1913 or under the Income Tax Act, 1961 or under any other statute for the time being in force and there are no certificate cases or proceedings pending or threatened against the Owner and/or the Promoter *inter alia* for realization of any public demand, income tax and/or any other taxes or dues.
- 5.2.9 **Compliances Made:** Compliance has at all times been made with all applicable laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to the Said Flat And Appurtenances, its ownership, occupation, possession, and use.
- 5.2.10 **Owner and Promoter has Authority:** There is no embargo on the Promoter from dealing with the Said Flat And Appurtenances and/or transferring and/or alienating the same in any manner whatsoever and the Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat And Appurtenances to the Allottee.
- 5.2.11 **Status of Possession:** The Said Flat And Appurtenances is in the *khas*, vacant, peaceful, physical and absolute possession of the Owner and/or the Promoter and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Flat And Appurtenances, by way of adverse possession or otherwise.
- 5.2.12 **Marketable Title Free From all Encumbrances:** The Owner and/or the Promoter has good, free, clear, marketable, bankable and transferrable right, title and interest in the Said Flat and Appurtenances, free from all encumbrances of any and every nature.

5.2.13 **Representations True and Correct:** Each of the representations, warranties and undertakings of the Owner and Promoter contained herein are true and correct and shall survive and subsist at all times and continue to bind the Vendor.

6. Basic Understanding

6.1 **Offer and Acceptance:** The Owner and/or the Promoter has agreed and/or does hereby agrees to sell to the Allottee and the Allottee have agreed and/or does hereby agrees to purchase the Said Flat And Appurtenances, which is more fully described in **Part II** of the **Schedule B** below.

6.2 **Conveyance to Allottee:** The Owner and/or the Promoter is completing the sale of the Said Flat And Appurtenances in favor of the Allottee by this Conveyance, which the Allottee are taking based on the representations, warranties and covenants mentioned in Clause 5 and its various sub-clauses above (collectively **Representations**) and then the Owner and/or the Promoter and the Allottee agree and accept that this Conveyance is the final and conclusive document between the Parties and supersedes and overrides all other previous documents, correspondence etc.

6.3 **Whole Project Included Amenities:** The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be used by the Allottee and other Transferees in the Whole Project on a non-exclusive basis (**Amenities and Facilities**) are listed in the **Schedule E** below. The Allottee agree and accept that it shall not be obligatory for the Promoter to complete the Whole Project Included Amenities (as listed in **Schedule E** below) in all respects prior to handing over of possession of the Said Apartment to the Allottee and the Amenities and Facilities may be completed/provided only after completion of the Whole Project and the Allottee expressly agree not to raise any objection regarding the same and also further waive the right, if any, to do so.

- 6.4 **Adjoining Premises:** The Allottee hereby agree and accept that they are in full knowledge that the Promoter has promoted the residential building upon the adjoining Municipal Premises No. 1659, Nayabad, Kolkata 700099, Assesse No. 311090816590, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas (Adjoining Premises).
- 6.5 **Mutual Access To The Common Portions:** The Allottee hereby agree and accept that since mutual access to the common portions (save and except the roof and lobby) including but not limited to caretaker room, driveway, boring, UGWR, entry and exit route gate of Said Premises and the Adjoining Premises, to the occupants of the Said Premises and the Adjoining Premises, shall be mutually beneficial to such occupants of both premises, the Allottee shall be entitled to access such common portions of the Adjoining Premises and shall not object the occupants of the Adjoining Premises from accessing the common portions of the Said Premises.
- 6.6 **Common Caretaker:** The Promoter shall appoint a caretaker who will be in charge of looking after both the Said Premises and the Adjoining Premises.
- 6.7 **Building Association:** The Promoter shall form a building association after obtaining the completion certificate with the cooperation of the occupants of both the Said Premises and the Adjoining Premises.

7. Transfer

- 7.1 **Hereby Made:** The Owner and/or the Promoter hereby sells, conveys and transfers to the Allottee, absolutely and forever, free from all encumbrances of any and every nature whatsoever the entirety of the Owner's and/or the Promoter's right, title and interest of whatsoever or howsoever nature in the Said Flat And Appurtenances described in **Part II** of the **Schedule B** below, comprising of the following:

(a) **Said Flat:** The Said Apartment, being Residential Apartment No. ___ on the ___ floor, having super built up area of ___ square feet, more or less.

- (b) **The Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share and /or interest in the Common Areas of the Real Estate Project as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of the Agreement.
- (c) **Land Share:** Undivided, impartible and proportionate share and/or interest in the land contained in the Said Building, as is attributable to the covered area of the Said Flat.
- (d) **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Premises, as be attributable and appurtenant to the Said Flat.

7.2 Consideration: The aforesaid transfer of the Said Flat And Appurtenances is being made in consideration of a sum of Rs. _____/- (_____) + 1% G.S.T paid by the Allottee to the Promoter, receipt of which the Owner hereby and by the Receipt and Memo hereunder written, admits and acknowledges and of and from the payment of the same, hereby releases and discharges the Allottee forever.

8. Terms of Transfer

8.1 **Salient Terms:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is:

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

8.1.2 **Absolute:** absolute, irreversible and perpetual.

8.1.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to liens, mortgages, charges, financial institution charges, attachments, Income Tax attachments, *lis pendens*, uses, trusts,

restrictions, prohibitions, statutory prohibitions, *debuttars*, *wakfs*, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Flat And Appurtenances is free, clear and marketable.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Flat And Appurtenances and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Flat And Appurtenances.

8.2 **Subject to:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to:

8.2.1 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.2.2 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the the Promoter to the Allottee, which the Allottee hereby admit, acknowledge and accept.

8.2.3 **Outgoings:** All revenue, cess, betterment fee, municipal taxes (whether for current period or arrears or accruing on account of pending general revaluations), surcharges, other property taxes, impositions, dues of electricity meter (if any), outgoings and levies of any nature whatsoever of or on the Said Flat And Appurtenances, relating to the period till the date of handing over of the possession, whether as yet demanded or not, shall be borne, paid/reimbursed and discharged by the Owner and/or the Promoter on demand by the concerned

authority/agency, with regard to which the Owner and/or the Promoter hereby indemnifies and agrees to keep the Allottee fully and comprehensively saved, harmless and indemnified.

8.2.4 **Holding Possession:** The Owner and/or the Promoter hereby covenants that the Allottee and/or the Allottee successors-in-interest and assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances 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 Allottee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from, under or in trust for the Vendor.

8.2.5 **No Objection to Mutation:** The Owner and/or the Allottee declares that the Allottee is fully entitled to mutate the Allottee's name in all records of the concerned authorities and to pay municipal tax or taxes and all other impositions in the Allottee's own name. In this regard, the Owner and/or the Allottee hereby authorize and empower the Allottee to take all steps and to do all acts, deeds and things as may be necessary for and on behalf of the Vendor. Notwithstanding such empowerment and authority, the Vendor undertakes to co-operate with the Allottee in all respect to cause mutation of the Said Flat And Appurtenances in the name of the Allottee and in this regard shall sign all documents and papers as be required by the Allottee.

8.2.6 **Electricity Meter:** The Allottee are at liberty to apply for the individual electricity meter in their names upon request to the CESC after registration of this instant Conveyance.

8.2.7 **Further Acts:** The Promoter hereby covenants that the Owner and/or the Promoter 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 Allottee and/or their successors-in-interest and assigns, 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 Said Flat And Appurtenances as may reasonably be required by the Allottee.

8.2.8 **Original Documents:** Simultaneously herewith, the Owner and/or the Promoter shall hand over the original title documents and all papers relating to the Said Flat And Appurtenances, to the Allottee after formation of the Said Association.

9. **General**

9.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances 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.

9.2 **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the sell Agreement and/or any other documents executed prior to the date of this Conveyance.

10. **Interpretation**

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

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

10.3 **Definitions:** Words and phrases have been defined in this 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.

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

Schedule A
(Said Premises)

Land classified as *Bastu* (Home Stead Land), measuring 9.25 (nine point two five) decimal, more or less, equivalent to 5 (five) *cottah* 9 (nine) *chittak* 27 (twenty seven) square feet, more or less, comprised in R.S./L.R. *Dag* No. 195, recorded under L.R. *Khatian* No. 2674, *Mouza* Nayabad, J.L. No. 25, Police Station Kasba, being Scheme Plot Nos. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas delinerated in colour **Red** boundary line on the **Plan** annexed hereto and marked as **Annexure “1”** and butted and bounded as follows:

- On the North :** By 30 ft. wide road (Nayabad)
- On the East :** By Scheme Plot No. 26 (portion of RS *Dag* No. 195)
- On the South :** By Scheme Plot No. 37 and 38 (portion of RS *Dag* No. No.)
- On the West :** By Scheme Plot No. 23 (portion of RS *Dag* No. 195)

Schedule B
(Said Apartment And Appurtenances)
[Subject Matter of Sale]

- (a) The Said Apartment, being Residential Apartment No. ____ on the ____ floor, having super built up area of ____ (_____) square feet, more or less. The layout of the Said Apartment is delinerated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”**; and
- (b) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and /or interest in the Common Areas of the Real Estate Project described in Schedule E below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of the Agreement; **and**

- (c) The Land Share, being Undivided, impartible and proportionate share and/or interest in the land contained in the Said Building, as is attributable to the covered area of the Said Flat; **and**
- (d) The Share In Common Portions including related being undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Premises, as be attributable and appurtenant to the Said Flat.

Schedule C
(Payment Plan)

Part 1

Price for the Apartment : _____/-

Total Price : _____/- (_____/- + 1% G.S.T)

Part 2

Particulars	Amount
Application / Token Money	1,00,000/-
Within 30 days from the date of execution of Sale Agreement.	15% of Total Consideration + 1% G.S.T. (as applicable) (Less) - Booking Amount
On Completion of Piling	10% + 1% G.S.T.
On Completion of Foundation.	10% + 1% G.S.T.
On Completion of Ground Floor Roof Casting.	10% + 1% G.S.T.
On Completion of 1st Floor Roof Casting	10% + 1% G.S.T.
On Completion of 2nd Floor Roof Casting	10% + 1% G.S.T.
On Completion of 3rd Floor Roof Casting	10% + 1% G.S.T.

On Completion of 4th Floor Roof Casting	10% + 1% G.S.T.
On Completion of Brick Work	5% + 1% G.S.T.
On Completion of Flooring	5% + 1% G.S.T.
On Possession	5% + 1% G.S.T.

Schedule D
(Common Areas And Facilities)

1. Land underneath the building and statutory open spaces with the land.
2. Lobbies and staircases
3. Underground and over-head reservoir, water tanks, all supply/drain water pipes (save those inside any flat), Deep Tube Well, boundary walls, main gate, meter room and roof of the building.
4. Darwan/Guard/Care Taker's room
5. Electric Meter Room, wiring and accessories for lighting of common areas, Pump and Motor, Electrical installations relating to meter for receiving electricity from CESC Ltd.
6. Lift with all its installations
7. Common Toilet on the ground floor for both Premises Nos. 932 and 1659.
8. Intercom system & CCTV
9. Other common area and installations and/or equipment as are provided in the new building for common use and enjoyment.

N.B The Caretaker Room and driveway through both Premises Nos. 932 and 1659, shall be available for use of the Allottee for egress and ingress purpose to both the appurtenant Public Roads.

Schedule E
(Amenities and Facilities)
(Which Are Part of the Said Apartment)

Structure : Earthquake resistant RCC framed construction with infill brick walls.

Wall : Interior : Wall putty / white cement paint.

Outside Walls : High quality weather proof cement paint.

Doors : Tough timber frames & solid core flush shutter.

Windows : Aluminum sliding window with fully glazed shutter

Floors : Bedroom, Living & Dining : Vitrified floor tiles.

Kitchen : Ceramic tiles floor with black stone counter & sink.

ii) Dado of ceramic tiles upto 2ft above the counter.

Toilet & Sanitary Fittings: Ceramic tile floor.

Dado of ceramic tiles on the wall up to door height.

White sanitary ware of a reputed make.

C.P. fitting of a reputed make.

Stair Case : Stones/ tiles/ marble.

Lift : Passenger lift of reputed make.

Water supply : 24 hrs. water supply.

Electrical : Piano type switches of anchor or equivalent make.

Necessary electrical point with switches in all bedroom, living/dining, kitchen, and toilet.

Concealed electrical wiring with PVC insulated copper wire of a reputed make.

Security Amenities : CCTV & Intercom

11. Execution and Delivery

11.1 In Witness Whereof the Parties hereto have executed this Conveyance on the date mentioned above.

RAFAT JAHAN
Through Constituted Attorney
ALMADINA REALTY LLP

Mohammad Kamal Ashraf *alias* Md. Kamal Ashraf
Director
[Owner]

ALMADINA REALTY LLP

Mohammad Kamal Ashraf *alias* Md. Kamal Ashraf
Director
[Promoter]

[Allottee]

Drafted by me:

Witnesses:

Signature_____ Signature_____

Name: _____ Name: _____

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

Address: 7C, Kiran Sankar Roy Road Address: 7C, Kiran Sankar Roy Road

Kolkata-700001 Kolkata-700001

Receipt and Memo of Consideration

Received from the within named Allottee the within mentioned sum of Rs. _____/-
 (_____) [including the price for the Apartment
 i.e. Rs. _____/- (_____) and 1% GST amount i.e.
 Rs. _____/- (_____) towards full and final
 payment of the consideration for sale of the Said Flat And Appurtenances described in
 Part 2 of the Schedule C above and in the following manner:

Sl.No	Favouring	Mode	Bank	Dated	Amount (Rs.)
Total:					Rs. _____/-

RAFAT JAHAN
 Through Constituted Attorney
 ALMADINA REALTY LLP

 Mohammad Kamal Ashraf *alias* Md. Kamal Ashraf
 Director
 [Owner]

Witnesses:

Signature _____ Signature _____

Name: _____ Name: _____

Dated this _____ day of _____, 2023

Between

RAFAT JAHAN

.... Owner

And

AL-MADINA REALTY LLP

.... Promoter

And

.... Allottee

CONVEYANCE

Apartment No. __, __ Floor

AMR ICON

Municipal Premises No. 932

Kolkata-700017

Saha & Ray

Advocates

3A/1, 3rd Floor

Hastings Chambers

7C, Kiran Sankar Roy Road

Kolkata-700 001