

CONVEYANCE

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

1. **ABUL KHAYER MONDAL** [PAN **BBPPM7403J**], [Aadhaar No. 9144 5171 6434], son of Yukub Ali Mondal, by faith Islam, by occupation Business, by Nationality Indian, residing at Kashinathpur, Post Office – Kashinathpur, Police Station - Rajarhat, Pin – 700 135.
2. **ABUL SIDDIQUE MONDAL** [PAN **BBPPM7398A**], [Aadhaar No. 5895 8744 8220], son of Yukub Ali Mondal, by faith Islam, by occupation Business, by Nationality Indian, residing at Kashinathpur, Post Office – Kashinathpur, Police Station - Rajarhat, Pin – 700 135.
3. **ABUL KALAM MONDAL** [PAN **BBKPM0159A**], [Aadhaar No. 3969 1884 9310], son of Yukub Ali Mondal, by faith Islam, by occupation Business, by Nationality Indian, residing at Kashinathpur, Post Office – Kashinathpur, Police Station - Rajarhat, Pin – 700 135.
4. **ABU TAHER MONDAL** [PAN **BBPPM7401L**], [Aadhaar No. 2856 4069 3431], son of Yukub Ali Mondal, by faith Islam, by occupation Business, by Nationality Indian, residing at Kashinathpur, Post Office – Kashinathpur, Police Station Rajarhat, Pin – 700 135.
5. **ABU TALEB MONDAL** [PAN **AXEPM2073L**], [Aadhaar No. 8715 8679 2125], son of Yukub Ali Mondal, by faith Islam, by occupation - Business, by Nationality Indian, residing at Kashinathpur, Police Station Rajarhat, Pin – 700 135.
(**Owners**, includes successor-in-interest and assigns)

And

3.1. **Vinayak Realtech Properties LLP** [PAN – AASFV1939M], a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157, District North 24 Parganas, represented by its one of the partners, namely **Shishir Gupta** [PAN – AIHPG6508N and Aadhaar No. 797657027873], son of Late Shree Bhagwan Gupta, residing at 30, Vidyasagar Street, Post Office & Police Station – Amherst Street, Kolkata – 700009

(**Developer**, includes successor-in-interest and assigns)

And

3.3 _____, son/daughter/wife of _____, by Faith – _____, by Nationality – _____, Occupation – _____, residing at _____, Post Office – _____, Police Station – _____, Pin – _____, State – _____. [PAN – _____] [AADHAAR NO – _____]

3.4 _____, son/daughter/wife of _____, by Faith – _____, by Nationality – _____, Occupation – _____, residing at _____, Post Office – _____, Police Station – _____, Pin – _____, State – _____. [PAN – _____] [AADHAAR NO – _____]

(Collectively **Buyers** includes successors-in-interest)

Owner and Developer collectively Sellers.

Owner, Developer and Buyers collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1. **Said Flat:** Residential Flat No. ____, on the ____ floor, having carpet area measuring _____ (_____) square feet and super built-up area measuring ____ (_____) square feet, in the Block - ____ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Flat**), in the proposed complex named "**Rajkunj**" (**Said Complex**) situated at Kalikapur, Post Office - Kashinathpur, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135, within the limits of Patharghata *Gram Panchayat* (**PGP**), morefully described in the **1st Schedule** below (**Said Premises**).

4.2. **Parking Space:** __ (____) covered car parking space having cement floor, measuring about 135 (one hundred and thirty five) square feet, which includes the service area, in the ground floor of the Said Block/Said Complex, described in **Part-II** of the **6th Schedule** below (**Parking Space**).

4.3. **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** below, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Flat and the Parking Space (if any) (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the covered area of the Said Flat bears to the total covered area of the Said Complex.

4.4. **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **2nd Schedule** below (collectively **Common Portions**).

4.5. **Easement Rights:** Right of conditional easement of use (**Easement Rights**) on certain amenities and facilities such as roads, pathways, central drainage and sewage pipeline, internal roads and walkways, pond and fishing deck togetherwith landscaped green areas. The Said Flat, the Land Share, the Share In Common Portions and Easement Rights collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

5.1 Ownership of Sahar Ali Mondal :

Sahal Ali Mondal, son of Rupai Mondal, was the recorded owner of inter alia land measuring about 22 (twenty two) decimal , more or less , comprised in R.S/L.R. Dag no. 700 & R. S. Khatian no....., lying and situated at Mouza- Kalikapur, J. L. no. 40, Touzi no. 173, within the local limits of Patharghata Gram Panchayet, Police Station- Rajarhat, under A. D. S. R. Rajarhat, District- North 24 Pgs, West Bengal.

5.2 Gift to Yakub Ali Mondal :

By a Deed of Hibanama (Gift) dated 21.05.1959, registered in the office of the Sub Registrar Cossipore, Dum Dum, in Book no. 1, Volume no. 57, Pages 231 to 238, Being no. 4075 for the year 1959, Sahar Ali Mindal, out of love and affection made a Hebanama in favours of his grandson, yakub Ali Mondal, transferring the right, title and interest of the entirety of Sahar Ali's property along with other properties to him.

5.3 Sale to Yakub Ali Mondal : By two Bengali Kobalas dated 09.11.1973 and 07.10.1974, both registered in the office of the Sub Regsitrar Cossipore, Dum Dum, (1) vide Book no. 1, Volume no. 141, Pages 111 to 113, Being no. 7511 for the year 1973 and (2) vide Book no. 1, Volume no. 135, at pages 204 to 206, Being no. 8004 for the year 1974, Santosh Kumar Hati sold to Yakub Ali Mondal, land measuring 11.25 (eleven point twenty five) decimal, more or less, comprised in R.S/L.R. Dag no. 699,700,701 & 702, L. R. Khatian no. 1305, 1306, 1307, 158 & 544, lying and situated at Mouza- Kalikapur, J. L. no. 40, Touzi no. 173, within the local limits of Patharghata Gram Panchayet, Police Station- Rajarhat, under A. D. S. R. Rajarhat, District- North 24 Pgs, West Bengal, for the consideration mentioned therein, the same being a portion of the said property.

5.4 Ownership of Yakub Ali Mondal : By virtue of gifts and purchases as mentioned above, Yakub Ali Mondal become the undisputed owner of the entirety of said property.

5.5 Gift to Owners : By a Deed of Hibanama (Gift) dated 21.12.2004, registered in the office of the Sub Registrar Bidhannagar, Salt Lake city, in Book no. 1, Volume no. 168, Pages 140 to 151, Being Deed no. 2729 for the year 2006, Yakub Ali Mondal, out of love and affection made a Hebanama in favour of his sons, namely Abul Kahyer Mondal, Abul Siddiqui Mondal, Abul Kalam Mondal, Abu Taher Mondal and Abu Taleb Mondal transferring the right, title and interest of the entirety of the sais property to them.

5.6 Mutation: Abul Kahyer Mondal, Abul Siddiqui Mondal, Abul Kalam Mondal, Abu Taher Mondal and Abu Taleb Mondal duly mutated its name as Owners, in the records of the Land Revenue Settlement vide L. R. Khatian no. 1305, 1306, 1307, 158 & 544.

5.6 Absolute Ownership of the Owners : In the above mentioned circumstance, the Owners have become the absolute owners of the Said Premises.

5.7 Development Agreements: With the intention of developing and commercially exploiting its land by constructing Said Complex thereon and selling the Units and other covered and open spaces therein (Units), the Owners, by virtue of a registered Development Agreement 27th March, 2023, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1902-2023, Pages 133568 to 133611, being Deed No. 190204136 for the year 2023 (**Development Agreement**) has appointed the Developer, who is a well-known developer, to develop their land.

5.8 Power of Attorney: By a registered Power of Attorney dated 27th March, 2023, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1902-2023, Page 149577 to 149601, being Deed No. 190204622 for the year 2023 (**Power of Attorney**), the Owners has appointed Vinayak Realtech

Properties LLP being represented by its Partners namely Shishir Gupta, as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Block/Said Complex and to execute this Conveyance on their behalf.

5.9 Sanctioned Plans: The Developer has got a building plan sanctioned by the Executive Officer, Rajarhat Panchayat Samity, vide Memo No. 1465/RPS date 24/11/2023 for construction of the Said Complex (**Plans**, which includes all sanctioned/permisible modifications made thereto, if any, from time to time).

5.10 Said Scheme: For selling the Flats comprised in the Developer's Allocation, the Developer has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Premises is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation and paying all other consideration to the Owners for buying back the entire area out of the Owners' Allocation belonging to Owner Nos. 3.1 to 3.7 for an agreed consideration, (3) consequently, prospective purchasers (**Intending Buyers**) are nominee of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Flats comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominees of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Flats comprised in the Developer's Allocation to the Intending Buyers and (6) the consolidated consideration payable by the Intending Buyers (for the Flats and the Land Shares) should be received entirely by the Developer.

5.11 Commencement of Construction: The Developer commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.

5.12 Application and Allotment to Buyers: The Buyers, upon full satisfaction of the Sellers' title, applied for allotment of the Said Flat And Appurtenances, described in **Part III** of the **6th Schedule** below, which is comprised in the Developer's Allocation, and the Sellers allotted the same to the Buyers who in due course entered into an Sale Agreement dated _____ (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.

5.13 Construction of Said Building: The Developer has completed construction of the Said Block in the Said Complex.

5.14 Conveyance to Buyers: In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favor of the Buyers, by these presents, on the terms and conditions contained herein.

5.15 Acceptance of Conditions Precedent: Notwithstanding anything contained in the Said Agreement, the Buyers confirm that the Buyers have accepted and agreed that the following is and shall be the conditions precedent to this Conveyance:

5.15.1 Understanding of Scheme by Buyers: The undertakings and covenants of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development of the Sellers:

a) **Development of Said Premises:** The Sellers intend to develop the entirety of the Said Premises in due course and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.

b) **Extent of Ownership:** The ownership rights of the Buyers are limited to the Said Flat, the Parking Space, if any, the Land Share and the Common Portions and the Buyers hereby accept the same and under no circumstances, shall be entitled to raise any objection.

c) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Premises and the Buyers hereby accepts the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.

5.15.2 Satisfaction of Buyers: The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers and the negative covenants mentioned above and elsewhere in this Conveyance and the Buyers hereby accept the same and shall not raise any objection with regard thereto.

5.15.3 Rights Confined to Said Flat And Appurtenances: The undertaking of the Buyers to the Sellers that the right, title and interest of the Buyers are confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Premises, the Said Block and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.

5.15.4 Extension/Addition: The undertaking of the Buyers to the Sellers that notwithstanding anything contained in this Conveyance, the Buyers have no objection and shall under no circumstances have any objection to the Sellers **(1)** integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to future passages **(2)** extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other facilities **(3)** modifying the Sanctioned Plans, as may be necessary in this regard **(4)** granting to third parties all forms of unfettered and perpetual proportionate right of ownership and easement of use over the Common Portions and other facilities and **(5)** granting all rights of user and easements over the Common Portions and other facilities to

the Intending Buyers or other owners. It is clearly understood by the Buyers that the Buyers shall not have any right to erect any wall/boundary wall in the Said Complex.

5.15.5 Undertaking of Buyers: The Buyers further undertake that in consideration of the Sellers conveying the Said Flat And Appurtenances to the Buyers, the Buyers have accepted the above conditions and has granted and shall be deemed to have granted to the Sellers, the other owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Complex, with right to connect the same to the other contiguous properties.

6. Transfer

6.1 Hereby Made: The Sellers hereby sell, convey and transfer to and unto the Buyers, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in **Part-III** of the **6th Schedule** below, being :

6.2 Said Flat: Residential Flat No. __, on the __ floor, having carpet area measuring ____ (____) square feet and super built-up area measuring ____ (____) square feet, in the Block - __ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Flat**), in the proposed complex named "**Rajkunj**" (**Said Complex**) situated at Kalikapur, Post Office - Kashinathpur, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135, within the limits of Patharghata *Gram Panchayat* (**PGP**), morefully described in the **1st Schedule** below (**Said Premises**).

6.3 Parking Space: (.....) covered/open car parking space having cement floor, measuring about (.....) square feet, which includes the service area, in the ground floor of the Said Block/Said Complex, described in **Part-II** of the **6th Schedule** below (**Parking Space**).

6.4 Land Share: The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** below, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Flat.

6.5 Share In Common Portions: The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Flat, the said common areas, amenities and facilities being described in the **2nd Schedule** below, as be attributable and appurtenant to the Said Flat.

6.6 Easement Rights: Right of conditional easement of use on certain amenities and facilities such as roads, pathways, central drainage and sewage pipeline, internal roads and walkways, pond and fishing deck together with landscaped green areas.

7. Total Consideration

7.1 Total Consideration: The aforesaid transfer of the Said Flat, And Appurtenances is being made by the Sellers in consideration of a sum of **Rs. _____/-** (Rupees _____) only (**Total Consideration**), paid by the Buyers to the Developer, receipt

of which the Developer hereby and by the Receipt And Memo of Consideration below, admit and acknowledge.

8. Terms of Transfer

8.1 Conditions Precedent

8.1.1 Title, Plan and Construction: The Buyers have examined or caused to be examined the following and the Buyers are fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- a) The right title and interest of the Sellers in respect of the Said Premises, the Said Block, the Said Complex and the Said Flat And Appurtenances;
- b) The Plans sanctioned by the Executive Officer, Rajarhat Panchayat Samity;
- c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.

8.1.2 Measurement: The Buyers have measured the area of the Said Flat and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

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

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

8.2.2 Absolute: absolute, irreversible and forever.

8.2.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, *liens*, charges mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.2.4 Benefit of Common Portions: Together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **2nd Schedule** below, in common with the other co-owners of the Said Complex and the Sellers.

8.2.5 Other Rights: Together with all other rights appurtenant to the Said Flat And Appurtenances.

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

8.3.1 Payment of Extras: The Buyers regularly and punctually paying the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.

8.3.2 Payment of Common Expenses/Maintenance Charges: The Buyers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/ Maintenance Charges**), indicative list of which is given in the **3rd Schedule** below.

8.3.3 Easements And Quasi-easements: observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), described in the **4th Schedule** below.

8.3.4 Observance of Covenants: The Buyers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5th Schedule** below.

8.3.5 Indemnification by Buyers: Indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers hereunder. The Buyers agree to keep indemnified the Sellers and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Sellers and/or their successors-in-interest by reason of any default of the Buyers.

9. Possession

9.1 Delivery of Possession: *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat And Appurtenances has been handed over by the Sellers to the Buyers, which the Buyers admit, acknowledge and accept.

10. Outgoings

10.1 Payment of Outgoings: All *Panchayat* taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the Buyers (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Sellers and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyers.

11. Holding Possession

11.1 Buyers Entitled: The Sellers hereby covenant that the Buyers 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 Buyers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Sellers or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Sellers.

12 Further Acts

12.1 Sellers to do: The Sellers hereby covenant that the Sellers or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers and/or successors-in-interest of the Buyers, 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 Buyers to the Said Flat And Appurtenances.

13 Further Construction

13.1 Roof Rights: The top roof of the Said Block shall remain common to all residents of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The Sellers shall always have the right of further construction on the entirety of the top roof and the Buyers specifically agree not to do any act, which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Block.

14 General

14.1 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.

15 Interpretation

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

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

15.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

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

**1st Schedule
(Said Premises)**

Divided and demarcated **(1) Shali** land measuring 3.5 **(three point five) decimal**, comprised in **R.S./L.R. Dag No. 699**, recorded in L.R. *Khatian* Nos. 1305, 1306, 1307, 158, 544, *Mouza* Kalikapur, J. L. No. 40, Touzi no. 173, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat, District North 24 Parganas **(First Property)** and **(2) Shali** land measuring 22 **(twenty two) decimal**, comprised in **R.S./L.R. Dag No. 700**, recorded in L.R. *Khatian* Nos. 1305, 1306, 1307, 158, 544, *Mouza* Kalikapur, J. L. No. 40, Touzi no. 173, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat, District North 24 Parganas **(Second Property)**, **(3) Shali** land measuring 2.25 **(two point two five) decimal**, comprised in **R.S./L.R. Dag No. 701**, recorded in L.R. *Khatian* Nos. 1305, 1306, 1307, 158, 544, *Mouza* Kalikapur, J. L. No. 40, Touzi no. 173, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat, District North 24 Parganas **(Third Property)** and **(4) Shali** land measuring 4 **(four) decimal**, comprised in **R.S./L.R. Dag No. 702**, recorded in L.R. *Khatian* Nos. 1305, 1306, 1307, 158, 544, *Mouza* Kalikapur, J. L. No. 40, Touzi no. 173, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat, District North 24 Parganas **(Fourth Property)**; the First Property, the Second Property, the Third Property, the Fourth Property, totaling to **31.75 (thirty one point seven five) decimal** and butted and bounded as follows:

Butted and bounded of Said Property

On the North	:	RS/LR Dag Nos. 697, 702.
On the East	:	RS/LR Dag Nos. 709.
On the South	:	PANCHAYAT ROAD.
On the West	:	PANCHAYAT ROAD.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the Said Property.

2nd Schedule (Common Portions)

Part I (Common Portions)

- Lobby at the ground level of the Said complex
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block (save those inside any Unit)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block
- Intercom Network in the Said Block
- External walls of the Said Block
- Lift (s)
- Lobbies on all floors and staircase(s) of the Said Block
- Water reservoirs/tanks of the Said Block
- Drainage and sewage pipeline in the Said Block (save those inside any Unit)
- Electricity meter (s) for common installations and space for their installation
- Electricity Cable for common installations in the Said Block, if any
- Generator (s)
- Demarcated portion of the roof above top floor of Said Block

Part II (Said Complex Common Portions)

- Boundary walls and main gate
- Internal roads and walkways
- Generator(s)
- Multi-faceted Roof Top Area
- Landscaped Green Area
- Community Hall
- Swimming Pool & Gym
- Roof Top Garden

3rd Schedule (Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Block/Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and

renovating the Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Block/Said Complex].

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

7. **Rates and Taxes:** *Panchayat* Tax, surcharge, Water Tax and other levies in respect of the Said Block/Said Complex **save** those separately assessed on the Buyers.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

9. **Unsold Flats:** Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

4th Schedule (Easements and Quasi-easements)

The Buyers and the other co-owners shall allow each other, the Sellers and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Buyers shall also be entitled to the same:

1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;

2) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Premises and the Said Block including the other flats and the Common Portions;

3) **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Block by other and/or others thereof;

4) **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained;

5) **Appurtenances of the Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances;

6) **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Said Complex, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;

7) **Access to Roof:** Right of access to the roof and/or terrace above the top floor of the Said Block;

5th Schedule (Covenants)

***Note:** For the purpose of this **Schedule**, the expression **Sellers** shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Buyers elsewhere in this Conveyance, which shall also be and be deemed to be included in the Buyers' Covenants*

1. **Buyers Aware of and Satisfied with Said Complex and Construction:** The Buyers admit and accept that the Buyers, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat And Appurtenances. The Buyers have examined and are acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyers shall neither have nor shall claim any right over any portion of the Said Complex and the Said Premises save and except the Said Flat And Appurtenances.

2. **Buyers to pay Taxes and Common Expenses/Maintenance Charges:** The Buyers admit and accept that the Buyers shall pay *Panchayat* and other taxes (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances), from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favor of the Buyers, on the basis of the bills to be raised by the Sellers' appointed service provider Company or Body/Sellers/Association, such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers also admit and accept that the Buyers shall have mutation completed at the earliest. The Buyers further admit and accept that the Buyers shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Complex as indicated above, on the basis of the bills as raised by the Sellers' appointed service provider Company or Body/Sellers/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date Of Possession. The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Sellers' appointed service provider Company or Body/Sellers/Association. In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duly levy or any other liability under any statute or law for the time being in force or enforced in future if the Sellers are advised by their consultant that the Sellers are liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations, the Buyers shall be made liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Sellers saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. **Buyers to Pay Interest for Delay and/or Default:** The Buyers admit and accept that the Buyers shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the

Sellers' appointed service provider Company or Body/Sellers/Association, within 7 (seven) days of presentation thereof, failing which the Buyers shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Sellers' appointed service provider Company or Body/Sellers/Association, such interest running till such payment is made. The Buyers also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, the Sellers' appointed service provider Company or Body/Sellers/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyers.

4. **Sellers' Charge/Lien:** The Buyers admit and accept that the Sellers shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Buyers.

5. **No Obstruction by Buyers to Further Construction:** The Sellers are entitled to construct further floors on and above the top roof of the Said Block and/or to make other constructions elsewhere in the Said Premises and the Buyers shall not obstruct or object to the same. The Buyers also admit and accept that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.

6. **No Rights of or Obstruction by Buyers:** The Buyers admit and accept that all open areas in the Said Complex including all open car parking spaces which are not required for ingress and egress from and to the Said Flat, do not form part of the Common Portions in terms of this Agreement and the Sellers shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.

7. **Variable Nature of Share In Common Portions:** **(1)** the Buyers fully comprehends and accepts that the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Block and the Said Complex **(2)** the Buyers fully comprehends and accepts that if the area of the Said Block and the Said Complex is increased/recomputed by the Sellers or if the Sellers integrate/add (notionally or actually) adjacent lands and premises to the Said Premises and the Said Complex (which the Sellers shall have full right to do and which right is hereby unconditionally accepted by the Buyers), then the Share In Common Portions shall vary accordingly and proportionately **(3)** the Buyers shall not question any variation (including diminution) of the Share In Common Portions as decided by the Sellers **(4)** the Buyers shall not demand any refund of the Total Consideration paid by the Buyers on ground of or by reason of any variation of the Share In Common Portions and **(5)** the Buyers fully comprehends and accepts that the Share In Common Portions is not divisible and partible. The Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Sellers.

8. **Buyers to Participate in Formation of Association:** The Buyers admit and accept that the Buyers and other Buyers/s of the flat/s shall form the Association and the Buyers shall become a member thereof. The Buyers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, all rights and obligations with regard to

maintenance and the residue then remaining of the deposits, if any, made by the Buyers, after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyers, for the respective purposes thereof.

9. **Use of Common Passage:** The Buyers admit and accept that use of common passage in the Said Premises/Said Complex is common for ingress and egress for persons & materials connected with the construction and maintenance and other flat owners of the Said Complex and any other adjacent property and/or projects of the Sellers and the Buyers hereby declares and undertakes not to raise any objection of any and every nature in this regard.

10. **Obligations of the Buyers:** With effect from the Date Of Possession, the Buyers shall:

10.1. **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and/or the Said Premises by the Sellers' appointed service provider Company or Body/Sellers/Association.

10.2. **Observing Rules:** observe the rules framed from time to time by the Sellers' appointed service Provider Company or Body/Sellers/Association for the beneficial common enjoyment of the Said Complex and/or the Said Premises.

10.3. **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.

10.4. **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Complex. The Buyers shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Complex and/or the Said Premises.

10.5. **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances the Buyers shall use the Said Flat for commercial, industrial or any other purpose.

10.6. **No Alteration:** not alter, modify or in any manner change the elevation and exterior color scheme of the Said Complex and/or the Said Block and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Sellers or the Association. In the event the Buyers make the said alterations/changes, the Buyers shall compensate the Sellers/Association as estimated by the Sellers/Association.

10.7. **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Block which may affect or endanger the structural stability of the Said Block and not subdivide the Said Flat in any manner whatsoever.

10.8. **No Sub-Division of flat/parking space/servant quarters:** Not to sub-divide the flat/parking space/servant quarter under any circumstances.

10.9. **No Changing Name:** not change/alter/modify the name of the Said Complex, which has been given by the Sellers.

10.10. **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the Said Premises and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

10.11. **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Complex and/or the Said Premises.

10.12. **No Obstruction to Sellers/Association:** not obstruct the Sellers/Association in their acts relating to the Common Portions and not to obstruct the Sellers in constructing other portions of the Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).

10.13. **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.

10.14. **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Sellers and/or the Association for the use of the Common Portions.

10.15. **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.

10.16. **No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.

10.17. **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions.

10.18. **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Complex or outside walls of the Said Flat **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a decent name plate outside the main door of the Said Flat.

10.19. **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and Parking Space (if any).

10.20. **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Complex **save** in the manner indicated by the Sellers/Association.

10.21. **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.

10.22. **No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Complex and/or the Said Premises.

10.23. **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.

11. **No Objection to Construction of Said Complex:** Notwithstanding anything contained in this Agreement, the Buyers' covenants that the Buyers have accepted the scheme of the Sellers to construct the Said Complex in phases and hence the Buyers have no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Flat And Appurtenances. The Buyers shall not raise any objection to any inconvenience that may be suffered by the Buyers due to and arising out of the construction activity in the Said Complex/Said Premises after delivery of possession of the Said Flat And Appurtenances.

12. **No Dispute for Not Construction of Other Areas:** The Buyers further covenants that the Buyers shall not have any right to raise any dispute or make any claim with regard to the Sellers either constructing or not constructing any portions of the Said Complex other than the Said Flat And Appurtenances. The Buyers have interest only in and upon the Said Flat and the Common Portions as are comprised in the Said Complex. However, and only upon the Sellers constructing the balance portions of the Said Complex, the Buyers shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Complex which may be constructed by the Sellers for common use and enjoyment of all the flat owners of the Said Complex.

6th Schedule

Part-I

(Said Flat)

Residential Flat No. ____, on the ____ floor, having carpet area measuring ____ (____) square feet and super built-up area measuring ____ (____) square feet, in the Block - __ (Said Block), in the complex named "**Rajkunj**" (Said Complex) at Kalikapur, Post Office - Kashinathpur, Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135, within the limits of Patharghata *Gram Panchayat* (PGP).

Part-II

(Parking Space)

____ (____) covered/open car parking space having cement floor, measuring about (.....) square feet, which includes the service area, in the ground floor of the Said Block/Said Complex.

Part-III
(Said Flat And Appurtenances)
[Subject Matter of Conveyance]

The Said Flat, being the flat described in **Part-I** of the **6th Schedule** above.

The Said Parking, being the flat described in **Part-II** of the **6th Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** above, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Flat.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **2nd Schedule** above, as is attributable to the Said Flat.

Right of conditional easement of use on certain amenities and facilities such as roads, pathways, central drainage and sewage pipeline, internal roads and walkways, pond and fishing deck together with landscaped green areas.

16 Execution and Delivery

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

As the constituted attorney of the Owners
[OWNERS]

Director
Vinayak Realtech Properties LLP
[DEVELOPER]

[BUYERS]

Witnesses:

Signature_____

Signature_____

Name_____

Name_____

Father's Name_____

Father's Name_____

Address_____

Address_____

Receipt And Memo of Consideration

Received from the within named Buyers the within mentioned sum of **Rs. _____/-** (Rupees _____) only towards full and final payment of the Total Consideration For Transfer of the Said Flat And Appurtenances described in the **Part-III** of the **6th Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
		TOTAL (Rs.)	

 Director
 Vinayak Realtech Properties LLP
[DEVELOPER]

Witnesses:

Signature_____

Signature_____

Name_____

Name_____