

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of ,
(Two thousand twenty)

BY AND BETWEEN

1) MD. NAUSHAD ALI alias NOWSAD ALI MONDAL, PAN - AIYPA1276C, Aadhaar No. 2208 0327 1592, Mobile No. 9330831358, **2) MD. LIYAKAT ALI alias LIAKAT**

ALI MONDAL, PAN - CQWPM8586F, Aadhaar No. 9687 0248 3711, Mobile No.

7439181401, both are sons of Md. Ghulam Mustafa, both by religion Islam, by Nationality Indian, by occupation:- Businessmen, both are residing at Teghoria, Post

Office:- R.K. Pally, Police Station:- Sonarpur, District:- South 24 Parganas, Kolkata -

700150, hereinafter jointly called the **"OWNERS"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include

their respective heirs, executors, administrators, representatives and assign) of the

FIRST PART duly represented by their Constituted Attorney namely - "**SUKALYAN NIRMAN PRIVATE LIMITED**", PAN - AAWCS1459E, a Company incorporated under

the Companies Act, 1956, having its Registered Office at 32/2, having its registered office at Topsia Road (South), Ground Floor, Post Office - Gobinda Khatick Road,

Police Station - Topsia, Kolkata - 700046, represented by its two Directors namely -

1) FAZLE AHMED, PAN - AADPF9036C, Aadhaar No. 9628 4560 8649, Mobile No.

9038265220, son of Late Abdul Waheed, by faith Islam, Nationality Indian, by

occupation Businessman, residing at 29/2, Topsia Road (South), Post Office -

Gobinda Khatick Road, Police Station - Topsia, Kolkata - 700046 and **2) MUSTAQUE**

AHMED, PAN - ACXPA1892M, Aadhaar No. 7524 8565 1720, Mobile No.

7003631252, son of Late Kamruddin Ahmed, by faith Islam, Nationality Indian, by

occupation Businessman, residing at 24/1/A, Kustia Road, Post Office & Police

Station - Tiljala, Kolkata - 700039, duly appointed vide General Power of Attorney

executed on 23rd day of March, 2017, registered at the Office of the Additional District

Sub-Registrar, Sonarpur and recorded in Book No. I, Volume No. 1608-2017, Pages

from 23787 to 23813, Being No. 01120, for the year 2017;

A N D

"SUKALYAN NIRMAN PRIVATE LIMITED", PAN - AAWCS1459E, a Company incorporated under the Companies Act, 1956, having its Registered Office at 32/2, having its registered office at Topsia Road (South), Ground Floor, Post Office - Gobinda Khatick Road, Police Station - Topsia, Kolkata - 700046, represented by its two Directors namely - **1) FAZLE AHMED**, PAN - AADPF9036C, Aadhaar No. 9628 4560 8649, Mobile No. 9038265220, son of Late Abdul Waheed, by faith Islam, Nationality Indian, by occupation Businessman, residing at 29/2, Topsia Road (South), Post Office - Gobinda Khatick Road, Police Station - Topsia, Kolkata - 700046 and **2) MUSTAQUE AHMED**, PAN - ACXPA1892M, Aadhaar No. 7524 8565 1720, Mobile No. 7003631252, son of Late Kamruddin Ahmed, by faith Islam, Nationality Indian, by occupation Businessman, residing at 24/ 1/A, Kustia Road, Post Office & Police Station - Tiljala, Kolkata - 700039, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, executors, administrators, Managing Director for the time being in force, successors in its office and assigns) of the **THIRD PART**.

AND

[If the Allottee is a Individual]

MR./MS. _____, PAN - _____, Aadhaar No. _____, son of _____, by faith _____, By Nationality _____ By Occupation _____, residing at _____, P.O. - _____, P.S. - _____, Dist. - _____, Kolkata - _____, hereinafter collectively referred to as the **"ALLOTTEE/S"**, (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or assigns) of the **THIRD PART**;

OR

[If the Allottee is a company]

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

OR

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principle place of Business at _____ (PAN - _____), represented by its partner, **MR./MS.** _____, PAN - _____, Aadhaar No. _____, son of _____, by faith _____, By Nationality _____ By Occupatiocn _____, residing at _____, P.O. - _____, P.S. - _____, Dist. - _____, Kolkata - _____, hereinafter referred to as the **"ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

OR

[If the Allottee is a HUF]

MR./MS. _____, PAN - _____, Aadhaar No. _____, son of _____, by faith _____, By Nationality _____ By Occupatiocn _____, residing at _____, P.O. - _____, P.S. - _____, Dist. - _____, Kolkata - _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, (PAN - _____), hereinafter referred to as the **"ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successor-in-interest and permitted assigns as well as the members

of the said HUF, their heirs, executors, administrators, successor-in-interest and permitted assignees).

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

1. Subject Matter of Conveyance

1. **Said Apartment:** a self-contained Flat having _____ flooring, being **Flat No.** “ ” measuring _____ **Square Feet Super Built up area** on _____ **Floor** along with a Covered Car Parking Space, being No. _____, admeasuring an area of _____ sq.ft. being more particularly described in the **Schedule B** below and the layout of the apartment is delineated in red colour on the plan annexed hereto and marked as Annexure “2” (**Said Apartment**), in the building namely “**SUKALYAN ABASAN**”, within the **SUKALYAN ABASAN** register under the provisions of the West Bengal Real Estate (Regulation and Development) Act, 2016 (Act) and the West Bengal Real Estate (Regulation and Development) Rules, 2021 (Rules) with the West Bengal Real Estate Regulatory Authority (Authority) at Kolkata.
2. **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the said block/building as be attributable and appurtenant to the said apartment (**Land Share**). The land share has been derived by taking into consideration the proportion which the area of the said apartment bears to the total area of the said block/building.
3. **Said Parking Space:** The right to park in the parking space/s described in the Schedule B below (**Said Parking Space**) if any.
4. **Share in common Area:** Undivided, impartible, proportionate and variable share in the common areas of the whole project (**Share In Common Areas**), the said common areas of the whole project being described in the **Schedule C** below (**Common Area**).
5. **Said Apartment and Appurtenances:** The subject matter of this Conveyance area 1, 2, 3 and 4 above being the said apartment, the land share, The said parking space (if any) and the share in common areas, respectively, which are collectively described in the **Schedule B** below (collectively **Said Apartment And Appurtenances**).

2. BACK GROUND:

1. one Ghulaab Jaan Bibi was the recorded owner of All That piece and parcel of Shali land measuring about 148 Decimal more or less apart from other lands

comprised in R.S. Dag No. 74, under R.S. Khatian No. 55, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:-109, Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas.

2. *Thereafter, the said Ghulaab Jaan Bibi executed & registered a Deed of Gift in favour of Hazra Khatoon Bibi and Sahera Khatoon Bibi in respect of ALL THAT piece and parcel of land measuring about 148 Decimal more or less comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No:- 427, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:-109, Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas and the said Deed of Gift was duly registered at the office of the **Sub-Registrar**, recorded in Book No: - I, Volume No:- 68, Pages from 158 to 159, Being Deed No. 5984, registered on 25.05.1968.*
3. *Thereafter, the said Hazra Khatoon Bibi and Sahera Khatoon Bibi was thence forth lawfully seized and possessed of the said land without any interference whatsoever;*
4. *Thereafter, the said Hazra Khatoon Bibi her name has been duly recorded in L.R. R.O.R. under L.R. Khatian No. 427, of Mouza:- Arapanch, J.L. No. 28, under P.S. - Sonarpur, Dist. - South 24 Parganas.*
5. *Thereafter, the said Hazra Khatoon Bibi executed & registered a Deed of Gift in favour of Md. Naushad Ali @ Nowsad Ali Mondal in respect of her ALL THAT piece and parcel of land measuring about 16 Cottahs and 8 Chittaks more or less comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No. 427, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:- 109, Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas and the said Deed of Gift was duly registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded in Book No: - I, CD Volume No:- 1, Pages from 1183 to 1200, Being Deed No. 00977, registered on 11.01.2008.*
6. *Thereafter, the said Md. Naushad Ali @ Nowsad Ali Mondal his name has been duly recorded in L.R. R.O.R. under L.R. Khatian No. 702, of Mouza:- Arapanch, J.L. No. 28, under P.S. - Sonarpur, Dist. - South 24 Parganas.*

7. *Thereafter, the said Hazra Khatoon Bibi further executed & registered a Deed of Gift in favour of Md. Liyakat Ali @ Liakat Ali Mondal in respect of her ALL THAT piece and parcel of land measuring about 16 Cottahs and 08 Chittaks more or less comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No. 427, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:- 109, Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas and the said Deed of Gift was duly registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded in Book No: - I, CD Volume No:- 20, Pages from 4394 to 4411, Being Deed No. 08200, registered on 14.07.2011.*
8. *Thereafter, the said Md. Liyakat Ali @ Liakat Ali Mondal his name has been duly recorded in L.R. R.O.R. under L.R. Khatian No. 1129, of Mouza:- Arapanch, J.L. No. 28, under P.S. - Sonarpur, Dist. - South 24 Parganas.*
9. *In the above manner the Owners herein namely Md. Naushad Ali @ Nowsad Ali Mondal and Md. Liyakat Ali @ Liakat Ali Mondal became the absolute owners of the Schedule mentioned property 33 Cottahs of land more or less comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No:- 427, Present L.R. Khatian No. 702 & 1129, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:-109, within the local limits of Sonarpur-II Gram Panchayet, under Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas, more fully described in the first Schedule hereunder written and with the mutual desires to develop their said joint property in accordance of the Sanction Building Plan to be obtained from KMDA and accordingly entered into a Development Agreement dated 09th day of March, 2017 with "**SUKALYAN NIRMAN PRIVATE LIMITED**", a Company incorporated under the Companies Act, 1956, having its Registered Office at 32/2, having its registered office at Topsia Road (South), Ground Floor, Post Office - Gobinda Khatick Road, Police Station - Topsia, Kolkata - 700046, the Developer herein for the development of the said property by construction of Building thereon with the other terms and conditions stated in the said Development Agreement and the said Development Agreement for was duly registered in the Office of the Additional*

District Sub-Registrar, Sonarpur and recorded in Book No. I, Volume No. 1608-2017, Pages from 17956 to 17991, Being No. 00825 for the year 2017;

10. *For the purpose of development in the said plot of land and for clarification as the rules of WBRERA, MD. NAUSHAD ALI alias NOWSAD ALI MONDAL & MD. LIYAKAT ALI alias LIAKAT ALI MONDAL, being the Owners, has authorized and nominated the Promoter herein. Thus, the promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said land on which the project is to be constructed.*
11. *Thereafter, in terms of the said Development Agreement Development dated 09th day of March, 2017, the Owners herein duly executed and registered a General Power of Attorney for Development on the same day by which the said "**SUKALYAN NIRMAN PRIVATE LIMITED**" is empowered and authorized by the Owners herein to do all acts, deeds and things morefully mentioned in the said General Power of Attorney for Development dated 23rd day of March, 2017 and the said General Power of Attorney for Development has been duly registered in the Office of Additional District Sub-Registrar, Sonarpur and recorded in Book No. I, Volume No. 1608-2017, Pages from 23787 to 23813, Being No. 01120, for the year 2017;*
12. *Thereafter, at the strength of said Development Agreement and General Power of Attorney, the said Developer herein converted the said land from Shali to Bastu from Baruipur S.D.L. & L.R. office, vide Memo No. 2(CONV)/2132(1-3)/SDL-BRP/15, dated 09.11.2015 and have applied for and obtained a Building Plan duly sanctioned by KMDA, in the name of the Owners for construction of G+IV Storied residential buildings on the said premises vide Building Plan No. 457/587/KMDA dated 28.03.2017 and the Developer herein started the construction of the said buildings upon the aforesaid land in accordance with the said sanctioned building Plan;*
13. *The said land is earmarked for the purpose of Housing Development of a commercial/residential/any other purpose of the project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as "**SUKALYAN ABASAN**" inter alia consisting of flats,*

inter-alia comprising of Ground + 4, storied residential buildings, being constructed upon scheduled premises of Schedule -1.

14. *Said proposed project is named as “**SUKALYAN ABASAN**” by the Promoter and is being registered as a “**SUKALYAN ABASAN**” with the West Bengal Real Estate Regulatory Authority under 13 the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued there under from time to time.*
15. *The Zila Parishad granted the commencement certificate to develop the project vide approval dated _____ bearing no./ Approval No*
16. *The Allottee/s had applied for an apartment in the Project vide **application dated _____** and was allotted the **Apartment no. _____** having **Carpet area of _____ square feet** and corresponding to **Saleable area of _____ square feet** on **floor _____** in “**SUKALYAN ABASAN**” (“Building”) as permissible under the applicable law and of pro rata share in the common areas (Common Areas) as hereinafter referred to as the “Apartment” more particularly described in Schedule B.*
17. *Thus by an agreement dated _____, the Promoter agreed to sell and the Allottee/s agreed to purchase or acquire the said Apartment described under the Schedule B hereto on the terms and conditions as were recorded therein.*
18. *And the promoter would or may in future develop further phases on the land parcels adjacent to said Land and/or on the residue portion of the said larger land and reserve the right to share common infrastructure i.e. driveway and other amenities (if any) with such future phase/phases in terms of rules under the said act.*
19. *And the allottee(s) hereby confirm that he/she/they is/are signing this Deed of Conveyance with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project and the allottee(s) have fully gone through the terms and conditions herein contained and agreed to the same.*
20. *The promoter has completed the project but the concern authorities have not yet granted a completion certificate in respect of the said project but the allottee/s have insisted that in execution of the Deed of Conveyance should be completed and hence this deed is being registered. The flat will be handover to*

the allottee approximately within three months of the completion of the Deed of Conveyance. After receiving the completion certificate from the concern authorities, it will be handover to the Association, not in the hands of any single allottee.

- 21. The allottee/purchaser(s) has/have taken inspection of the said apartment, and the said new building and is fully satisfied with the layout, location, workmanship, measurement, amenities provided and the allottee/ purchaser has no manner of grievance. The allottee/ purchaser(s) has/have no objection about the building & complex.*
- 22. The allottee/purchaser(s) has/have made the full payment of his/her/ their dues regarding the sale price, taxes, extra charges (non-refundable) as certain deposits and has requested the promoter to execute and register the Deed of Conveyance in respect of thereof in his/her/their favour. The allottee /purchaser(s) has/have to pay 6 months maintenance charges in advance @ Rs. 2/- sq.ft. on saleable area, deposit at the time of handover of flat keys.*
- 23. Certain words and phrases shall have the meaning assigned to them respectively as set out or contained in the Schedule - G hereunder written by way of definitions thereof.*

3. Consideration and payment: *That in consideration of the said agreement and in further consideration of a sum of Rs.*

incl. tax *well and truly*

*paid by the purchaser/allottee to the promoter at or before execution of these presents in terms of the said agreement for sale (the receipt whereof the promoter doth hereby and also by receipt hereunder written admit and acknowledge to have been received) the promoter also being the owner doth hereby sell transfer convey assure and assign unto and to the purchaser/allottee(s) Firstly all that the Apartment No. admeasuring **sq.ft.** carpet area (saleable area whereof has been determined as **sq.ft.** on the **Floor** of the complex known as “**SUKALYAN ABASAN**” at the said Premises as shown on the plan of the said **Floor** thereon And secondly all that the undivided proportionate share in all the common parts portions area as mentioned in the Schedule – C hereto (except those specifically retained by the developer) (more fully and particularly*

mentioned and described in the Schedule -E hereunder written) and thirdly all that the undivided proportionate share or interest in the land comprised in the said premises described under the Part – II of Schedule - A hereto attributable thereto (hereinafter collectively referred to as the said apartment and the properties appurtenant thereto more fully and particularly mentioned and described in the Schedule – “B” hereunder written) Together with the right to use the common parts, portions, areas installations and facilities in the common with the other co-purchasers/allottees and the Promoter and the other lawful occupants of the building. But excepting and reserving such rights easement quasi-easements privileges reserved for any particular apartment and / or the Promoter / holding organization/ and facility managers respective agents appointed by them (more fully and particularly mentioned and described in the Schedule - D hereunder written) and together with all easements and quasi-easements and provisions in connection with the beneficial use and enjoyment of the said Apartment and the properties appurtenant Thereto (more fully and particularly mentioned and described in the Schedule – “E” hereunder written) to have and to hold the said Apartment and the properties appurtenant thereto hereby sold transferred and conveyed and every part or parts thereof unto and to the use of purchaser Subject to due performance of and compliance with the restrictions/house rules (more fully and particularly mentioned and described in the SCHEDULE – “F” here under written) and also subject to purchaser making payment of the common area maintenance charges / common expenses and other charges payable in respect of the said Apartment and the properties appurtenant Thereto (such maintenance charges and common expenses more fully and particularly mentioned and described in the SCHEDULE – “G” hereunder written) to the promoter or its agents and facility manager appointed by them and to the holding organization and/or their respective agents upon the maintenance being handed over by the developer to the holding organization.

4. Terms of Transfer

4.1 Title, Sanctioned Plans and Construction:

The Buyer/Allottee has examined or caused to be examined the following and

the Buyer/Allottees 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 waives the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners and the Promoter/Developer respect of the Project Property, the said Block/ Building and the said apartment and appurtenances;*
- (b) The sanctioned plan sanctioned by the concerned local authority;*
- (c) The construction and completion of the said Block/ Building, the Common areas, the said apartment and the said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.*

4.2 Measurement:

The Buyer /Allottee has measured the area of the Said Apartment 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.

4.3 Clarification on GST Input Credit:

The Buyer /Allottee understands, confirms and accepts that the consideration of the said apartment and appurtenances has been arrived at after adjusting the full GST. The buyer/allottee consequently shall not be entitled to and covenant not to raise any manner of dispute, claim and/or demand against the Owners and/or the Promoter/Developer in this regard.

5. Salient Terms: *The transfer of the said apartment and appurtenances being by this conveyance is:*

5.1 Conveyance: *sale within the meaning of the transfer of Property Act, 1882.*

5.2 Absolute: *absolute, irreversible and in perpetuity.*

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

6. Benefit of Common Areas: *subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule - C** below.*

7. Subject to: *The sale of the said apartment and appurtenances being effected by*

this Conveyance is subject to the said apartment and appurtenances.

7.1 Payment of Maintenance Charge: *the Buyer/Allottee regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance as decided by developers or association of building and upkeep of the Common Areas, indicatively described in the **Schedule G** below (collectively **Common Expenses / Maintenance Charge**). In case fail to pay maintenance charges on time, association or developer can withdraw all services and may charge penalty.*

7.2 Observance of Covenants: *the Buyer/Allottee observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule D** below.*

7.3 Indemnification by Buyer/Allottee: *Indemnification by the Buyer/Allottee about the Buyer/Allottee faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer/Allottee hereunder. The Buyer/Allottee agrees to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer/Allottee.*

8. Possession:

8.1 Delivery of Possession: *Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said apartment and appurtenances has been handed over by the Promoter/Developer to the Buyer/Allottee, which the Buyer/Allottee admits, acknowledges and accepts.*

9. Outgoings:

9.1 Payment of Outgoings: *All municipal taxes on the said apartment and appurtenances, whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer until possession is given and after giving possession all liabilities, outgoings, charges, taxes and levies relating to the said apartment and appurtenances shall be borne, paid and discharged by the Buyer/Allottee.*

10. Holding Possession:

10.1 Buyer/Allottee Entitled: *The Owners and the Promoter/Developer hereby covenant that the Buyer/Allottee shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the said apartment 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 Buyer/Allottee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person a lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

11. Further Acts:

11.1 Owners and Promoter/Developer to do: *The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer 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 Buyer/Allottee and/or successors-in-interest of the Buyer/Allottee, 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 Buyer/Allottee to the said apartment and appurtenances.*

11.2 Promoter/Developer to do: *The Promoter/Developer hereby covenants that the Promoter/Developer 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 Buyer/Allottee and/or successors-in-interest of the Buyer/Allottee, 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 Buyer/Allottee to the said Apartment and Appurtenances.*

12. General:

12.1 Conclusion of Contract: *The Parties have concluded the contract in respect of the said apartment 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.*

12.2 Overriding Effect: *It is clarified that this Conveyance shall supersede and/or shall have overriding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.*

13. Interpretation:

13.1 Number: *Words denoting the singular number include, where the context*

permits and requires, the plural number and vice-versa.

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

13.3 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.*

13.4 Documents: *A reference to a document includes an amendment and supplement to, or replacement or innovation of that document.*

THE SCHEDULE -A ABOVE REFERRED TO

(Said Property)

ALL THAT *piece and parcel of Shali at present Bastu land having an area of 33 (thirty three) Cottahs be the same or little more or less together with G+IV storied building standing thereon named as "**SUKALYAN ABASAN**" lying and situated under **Mouza Arapanch**, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:- 109, comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No. 427, Present L.R. Khatian Nos. 702 & 1129, Police Station Sonarpur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Sonarpur, within the local limits of Sonarpur-II Gram Panchayet, in the District of South 24 Parganas, The said property is butted and bounded in the following manner :*

<i>ON THE NORTH</i>	<i>:</i>	<i>30' Feet wide P.W.D. Road;</i>
<i>ON THE SOUTH</i>	<i>:</i>	<i>Land of R.S. Dag No. 78;</i>
<i>ON THE EAST</i>	<i>:</i>	<i>Land of R.S. Dag No. 75;</i>
<i>ON THE WEST</i>	<i>:</i>	<i>Land of R.S. Dag No. 74;</i>

THE SCHEDULE-B ABOVE REFERRED TO

(Said Apartment and Appurtenances)

ALL THAT piece and parcel of a self-contained Flat having _____ flooring, being **Flat No. “ ”** measuring carpet area excluding balcony.....sqft and exclusive balconysqft. **built up area** sq ft, and saleable area sqft. On....

Floor along with a Covered Car Parking Space, being No. _____, admeasuring an area of _____ sq.ft. of the said building named as "**SUKALYAN ABASAN**" as well as in the **FIRST SCHEDULE** premises, along with common rights and facilities, amenities as will be available, provided or to be provided in the said premises and also undivided proportionate share of land underneath the building and the said flat has been shown in the annexed plan shown in **RED** border line.

THE SCHEDULE-C ABOVE REFERRED TO

(Common Areas, Amenities and Facilities)

1. Lift and Lift Room
2. 24 Hours Security
3. Surveillance Facility with CCTV.
4. Club
5. Gymnasium
6. Children's Play area
7. 24 hours water supply
8. 24 hours Power back-up
9. Community Hall
10. Indoor Games

Paths and passages, internal roads, common passages, drive ways, entrance gates

Administrative and care taker's Room

The foundation columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.

Drains and sewers from the premises to the Municipal/ Panchayet Duct.

Water sewerage and drainage connection pipes from the flats to drains and sewers common to the premises.

Common toilets and bathrooms on the Ground Floor meant for use of guards, maintenance staff, etc.

Boundary walls of the entire project including outer side of the walls of the said Building and main gates.

Water pump and motor with installation and room therefore.

Bore well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required thereto.

Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.

Windows/doors/grills and other fittings of the Common Areas Generator its installations, letter box and its allied accessories and spaces required therefore.

Lifts, Lift Machine Room and their accessories installations and spaces required therefore.

Such other Common Areas, equipment, installations, fixtures, fittings in covered and open space in or about the Said Project and/or the Said Building as are necessary for passage to or use and occupancy of the Flats as are necessary.

Machinery for twenty four hours water supply from captive and deep tube-wells.

Community Hall with Toilets and Cooking Area.

Gymnasium with equipment and accessories.

Landscaped Garden.

Top Roof of the Said Building for common use.

THE SCHEDULE-D ABOVE REFERRED TO

(Covenants)

*The Buyer/Allottee covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Phase-I and Phase-II Project under the West Bengal Apartment Ownership Act, 1972(“**Association**”), wherever applicable) and admits and accepts that:*

- 1. Satisfaction of Buyer/Allottee about Land Title:** *The Buyer/Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Buyer/Allottee and the negative covenants mentioned in this Conveyance and the Buyer/Allottee hereby accepts the same and shall not raise any objection with regard thereto.*
- 2. Buyer/Allottee aware of and Satisfied with Common Areas and**

Specifications: *The Buyer/Allottee, upon full satisfaction and with complete knowledge of the Common areas, quality, specifications, materials, workmanship and structural stability thereof and all other ancillary matters, is entering into this Conveyance. The Buyer/Allottee has examined and is acquainted with the Said Complex and has agreed that the Buyer/Allottee shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.*

3. **Facility Manager:** *The Promoter/Developer shall handover management and upkeep of all common areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the facility manager shall operate, manage and render specified day to day services with regard to the common areas of the said complex (2) the facility manager shall levy and collect the common expenses/maintenance charges (3) the buyer/allottee shall be bound to pay the common expenses/maintenance charges to the facility manager (4) the facility manager, being a professional commercial organization, will not be required to render any accounts to the buyer/allottee and it shall be deemed that the facility manager is rendering the services to the buyer/allottee for commercial considerations (5) the facility manager shall merely be the service provider for rendition of services with regard to the common areas and no superior rights with regard to the common areas shall vest in the facility manager and (6) the facility manager may be replaced by consent of 80% (eighty percent) or more of the buyers of the whole project or by developer's intervention.*
4. **Buyer/Allottee to Mutate and Pay Rates & Taxes:** *The Buyer/Allottee shall (1) pay the municipal Tax, surcharge, levies, cess etc. (proportionately for the Block/Building and/or the said complex and wholly for the said apartment and appurtenances and until the said apartment and appurtenances is separately mutated and assessed in favour of the buyer/allottee, on the basis of the bills to be raised by the Promoter/Developer/the Association (upon formation) / the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer/Allottee in respect thereof **and** (2) have mutation completed at the earliest. The Buyer/Allottee further admits and accepts that the Buyer/Allottee shall not claim any deduction or abatement in the bills of the Promoter/Developer the facility manager or the association (upon formation)/the Apex body (upon formation).*

5. **Buyer/Allottee to Pay Common Expenses/Maintenance Charges:** *The Buyer/Allottee shall pay the common expenses/maintenance charges, on the basis of the bills to be raised by the Promoter/Developer/the facility manager/the association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer/Allottee in respect thereof. The Buyer/Allottee further admits and accepts that (1) the Buyer/Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer/the Facility Manager/the Association (upon formation) /the Apex Body (upon formation). In regard to the common expenses/ maintenance charges it is clarified that notwithstanding anything contained in the said agreement (defined in clause 5.7 above), including the maintenance charges for common areas specified in Schedule C of the Said Agreement, the Buyer agrees and accepts that the CAM charges paid by the Buyer to the Promoter/Developer at and/or before the date of execution of this Deed of Conveyance (**Maintenance Deposit**) shall always be treated as maintenance deposit, which shall be held by the Promoter/Developer, as security for payment of common expenses/maintenance charges and in the event of any non-payment/default by the Buyer in paying the common expenses/maintenance charge, the Promoter/Developer shall be entitled to deduct from the maintenance deposit the amount in default. Immediately upon such deduction, the Buyer shall deposit with the Promoter/Developer an amount equivalent to such deduction so that the maintenance deposit remains intact at all times.*

6. **Buyer/Allottee to Pay Interest for Delay and/or Default:** *The Buyer/Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer/Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer/the Facility Manager/the Association (upon formation), as the case may be. The*

Buyer/Allottee also admits and accepts that in the event such bills remain out standing for more than 2 (two) months, all common services shall be discontinued to the Buyer/Allottee and the Buyer/Allottee shall be disallowed from using the common areas of the real estate project/whole project included amenities.

7. **Promoter/Developer's Charge / Lien:** *The Promoter/Developer shall have first charge and/or lien over the said apartment and appurtenances for all amounts due and payable by the Buyer/Allottee to the Promoter/Developer provided however if the said apartment and appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.*
8. **No Obstruction by Buyer/Allottee to Further Construction:** *Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be titled to construct further floors on and above the top roof of the said Block/Building and/or make other constructions elsewhere on the said complex and/or whole project and the Buyer/Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer/Allottee due to and arising out of the said construction/developmental activity. The Buyer/Allottee also admits and accepts that the Promoter/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer shall be titled to use and utilize the common areas for movement of building materials and for other purposes and the Buyer/Allottee shall not raise any objection in any manner whatsoever with regard thereto.*
9. **No Rights of or Obstruction by Buyer/Allottee:** *All open areas in the Project Property proposed to be used for open car parking spaces. The Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.*
10. **Variable Nature of Land Share and Share In Common Areas:** *The Buyer/Allottee fully comprehends and accepts that (1) the share in common areas is a notional proportion that the said apartment bears to the currently proposed area of the said Block/Building/Real Estate Project (2) if the area of the said Block/Building/Real Estate Project is recomputed by the Promoter/Developer, then the share in common areas shall vary accordingly and proportionately and the buyer/allottee shall not question any variation*

(including diminution) therein (3) the Buyer/Allottee shall not demand any refund of the consideration paid by the Buyer/Allottee on the ground of or by reason of any variation of the share in common areas and (4) the share in common areas are not divisible and partible and the Buyer/Allottee shall accept (without demur) the proportionate share with regard to various matters as be determined by the Promoter/Developer in its absolute discretion.

11. **Buyer/Allottee to Participate in Formation of Association and Apex Body:** The Buyer/Allottee admits and accepts that the Buyer/Allottee and other intending buyers of apartments in the said complex shall form the association and the Buyer/Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the other residential component for supervision of maintenance of the facilities common for occupants of the Said complex (**Apex Body**). The Buyer/Allottee shall be agreed to pay the proportionate expenses of the association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Buyer/Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the facility manager shall look after the maintenance of the common areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Buyer/Allottee further admits and accepts that the Buyer/Allottee shall ensure and not object to the association joining the Apex Body. In this regard and notwithstanding anything to the contrary mentioned in this conveyance it is made clear that the Promoter/Developer shall at its discretion have the liberty to form the association after the entirety of the whole project is completed and the Buyer/Allottee shall not raise any objection in any manner whatsoever in connection with the aforesaid discretion any right of the Promoter/Developer.

SCHEDULE – “E” ABOVE REFERRED TO
(Rights/Privileges)

The Allottee will be entitled to all rights privileges, vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit and the properties appurtenant thereto usually held, used, occupied or enjoyed or reputed to be known as part or parcel thereof or

appertaining thereto which are herein more fully specified EXCEPTING AND RESERVING unto the vendor the rights, easements and quasi-easements privileges and appurtenances more fully described in Schedule -D hereto.

The rights of access and use in common with the Promoter and/or the occupiers of Unit at the Building, their servants, agents and invitees at all times and for all normal purposes connected with the use and enjoyment of the said unit such as drains, wires and conduits and for the purpose of repairing or clearing any part or parts of the said unit and/or common parts in so far as such repairing, repainting or cleansing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emerging situation upon giving 48 hours previous notice in writing of the purchaser's intention to do so written to the Association and other persons affected thereby.

SCHEDULE - "F" ABOVE REFERRED TO
(RESTRICTIONS/NEGATIVE COVENANTS/HOUSE RULES)

1. Obligations of Buyer/Allottee:

The Buyer/Allottee shall:

- a. **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the whole project and the said complex by the Promoter/ Developer/ the Facility Manager/ the Association (upon formation)/ the Apex Body (upon formation).*
- b. **Observing Rules:** observe the rules framed from time to time by the Promoter/ Developer/ the Facility Manager/ the Association (upon formation)/ the Apex Body (upon formation) for the beneficial common enjoyment of the said block/building, the real estate project, the whole project and the said complex.*
- c. **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the said apartment and appurtenances, wholly and the common areas, proportionately, from the date of possession.*
- d. **Meter and Cabling:** Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said apartment only through the ducts and pipes provided therefore, ensuring that no*

inconvenience is caused to the Promoter/ Developer or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the said complex. The Buyer/ Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Block/ Building, the project property, and outside walls of the said Block/ Buildings are in the manner indicated by the Promoter/ Developer/ the Facility Manager/ the Association (upon formation). The Promoter/ Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer/ Allottee.

- e. **Residential Use:** use the said apartment for residential purpose only. Under no circumstances shall the Buyer/ Allottee use or allow the said apartment to be used for commercial, industrial or other non-residential purposes. The Promoter/ Developer shall also not use or allow the said apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.*
- f. **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said apartment and the said Block/ Building and (2) design and/ or the colour scheme of the windows, grills and the main door of the said apartment. In the event the Buyer/ Allottee makes any alterations/ changes, the Buyer/ Allottee shall compensate the Promoter/ Developer/ the association (upon formation) (as the case may be) as estimated by the Promoter/ Developer/ the association (upon formation) for restoring it to its original state.*
- g. **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the said apartment and appurtenances or the common areas or the said Block/ Building. The Buyer/ Allottee shall not install any dish-antenna on the balcony and/ or windows of the Said Block/ Building and/ or on any external part of the Said Block/ Building and/ or the roof thereof. The Buyer/ Allottee shall not install grills on the railings of the balcony and/ or outside the windows, in any form or manner. The Buyer/ Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter/ Developer. Grills may only be installed by the Buyer/ Allottee on the inner side of the doors and windows of the Said Apartment. The Buyer/ Allottee shall further install such type of air-conditioners (window or*

split) and at such places, as be specified and prescribed by the Promoter/ Developer, it being clearly understood by the Buyer/ Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Block/ Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer/ Allottee shall install the out-door unit of the same either inside the Buyer/ Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer/ Allottee shall also not install any collapsible gate on the main door/ entrance of the Said Apartment. The Buyer/ Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- h. **No Sub-Division:** not sub-divide the said apartment and appurtenances and the common areas, under any circumstances.*
- i. **No Changing Name:** not change/ alter/ modify the names of the said Block / Building and the said complex from that mentioned in this conveyance.*
- j. **No Nuisance and Disturbance:** not use the said apartment or the common areas or the said 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 Block/ Building and/ or the neighbouring 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 persons.*
- k. **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the common areas.*
- l. **No Obstruction to Promoter/Developer/Facility Manager / Association / Apex Body:** Not obstruct the Promoter/ Developer/ the facility manager/ the association (upon formation)/ the Apex Body (upon formation) in their acts relating the common areas and not obstruct the Promoter/ Developer in constructing on other portions of the said Block/ Building and/ or the said complex/ whole project/ project property and selling or granting rights to any person on any part of the said block/ building/ said complex/ whole project/ project property (excepting the said apartment and the said parking space, if any).*
- m. **No Obstruction of Common Areas:** not obstruct pathways and passages or*

use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

- n. **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer/the facility manager/the association (upon formation)/the Apex Body (upon formation) for the use of the common areas.*
- o. **No Throwing Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefore.*
- p. **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the said apartment, the said parking space, if any or the common areas.*
 - q. **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said apartment and the said Parking Space, if any.*
- r. **No Signage:** not put up or affix any signboard, nameplate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said complex save at the place or places provided therefore **provided that** this shall not prevent the Buyer/Allottee from displaying a standardized nameplate outside the main door of the apartment.*
- s. **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.*
- t. **No Installing Generator:** not install or keep or run any generator in the said apartment and the said parking space, if any.*
- u. **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.*
- v. **No Misuse of Water:** not misuse or permit to be misused the water supply to the said apartment.*
- w. **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyer/Allottee and/or family members, invitees or servants of the Buyer/Allottee, the Buyer/Allottee shall compensate for the same.*
- x. **No Hanging Clothes:** not hang or cause to be hung clothes from the outside of balconies of the Said Apartment.*
- y. **Fire Safety and Air Conditioning Equipment:** not object to any fire safe*

equipment including fire sprinklers and air conditioning equipment being installed inside the said apartment and/or the common areas, as per statutory requirements. The Buyer/Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the said apartment and consequently all fire extinguisher pipeline/fire sprinklers installed in the Said Apartment shall always remain exposed and the Buyer/Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Buyer/Allottee hereby confirms that the Buyer/Allottee shall not violate any terms of the statutory requirements/fire norms.

12.1 Notification Regarding Letting / Transfer: *If the Buyer/Allottee lets out or sells the said apartment and appurtenances, the Buyer/Allottee shall immediately notify the facility manager/the association (upon formation)/the Apex Body (upon formation) of the tenant's address and telephone number.*

*Further, prior to any sale and/or transfer of the said apartment and appurtenances by the allottee to any third party, the Buyer/Allottee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Buyer/Allottee after payment of all outstanding common expenses/ maintenance charges, if any.*

12.2 No Objection to Construction: *The Buyer/Allottee has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property and hence the Buyer/Allottee has no objection to the continuance of construction in the other portions of the Larger Property/the Said Complex, even after the date of possession notice. The Buyer/Allottee shall not raise any objection to any inconvenience that may be suffered by the Buyer/Allottee due to and arising out of the said construction/developmental activity.*

12.3 No Right in Other Areas: *The Buyer/Allottee shall not have any right in the other portions of the larger property/the said complex and the Buyer/Allottee shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the larger property/the said complex.*

12.4 Roof Rights: *A demarcated portion of the top roof of the said Block/Building shall remain common to all owners of the said Block/Building (**Common Roof**)*

and all

common installations such as water tank and lift machine room shall be situated in the common roof and the balance of the top roof of the said Block/Building shall belong to the Promoter/Developer with right of exclusive transfer and the Buyer/Allottee specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the said Block/Building as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Buyer/Allottee specifically agrees 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 owners of the Said Block/Building.

12.5 Hoardings: The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, M S Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, decide hoarding/board sites.

12.6 Transfer of Common Areas to Association: Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the common areas and all deposits relating thereto and/or the common areas within the MLC Plot and/or the land comprised in the Project Property and/or Larger Property or any part thereof are required to be transferred to the association of buyers, then the Promoter/Developer and/or the Owners, as per the irrevocable entitlements, shall be entitled to do so and the Buyer/Allottee shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefore and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the buyers of the Project (including the Buyer/Allottee herein) proportionately and the Promoter/Developer and/or the Owners shall not be liable therefore in any manner whatsoever and the Buyer/Allottee and the other buyers shall keep the Promoter/Developer and

the Owners fully indemnified with regard thereto.

13.1 Membership Obligation of Buyer/Allottee: *Membership of the said club being compulsory for all buyers of the whole project, the Buyer/Allottee [which expression, in the context of the said club, means only 1 (one) person if the number of Buyer/Allottee(s) is more than 1 (one) , as be nominated interse among the Buyer/Allottee], the Buyer/Allottee agrees to become a member of the said club, on the preliminary terms and conditions recorded herein.*

The Buyer/Allottee understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the said club and its facilities will be formulated by the club manager (defined below) in due course and circulated to members before the said club is made operational (2) all members (including the Buyer/Allottee) will be required to abide by these terms and conditions and rules and regulations and (3) the acceptance by the Buyer/Allottee of the club scheme shall be a condition precedent to completion of sale of the said apartment and appurtenances in terms of this conveyance.

THE SCHEDULE-G ABOVE REFERRED TO

(Common Expenses)

1. **Common Utilities:** *All charges, costs and deposits for supply, operation and maintenance of common utilities.*
2. **Electricity:** *All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the said Block/Building and the said complex and the road network, STP etc.*
3. **Association:** *Establishment and all other capital and operational expenses of the Association of buyers.*
4. **Litigation:** *All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.*
5. **Maintenance:** *All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/ Building] and the road network, STP etc.*
6. **Operational:** *All expenses for running and operating all machinery, equipments and installations comprised in the common Areas, including*

elevators, diesel generator set, change over 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 areas and the road network.

7. **Rates and Taxes:** *Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block/ Building and the Said Complex **save** those separately assessed on the Buyer/ Allottee.*
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, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.*
9. **Fire Fighting:** *Costs of operating and maintaining the fire-fighting equipment and personnel, if any.*

14. Execution and Delivery

IN WITNESS WHEREOF *the Parties have executed and delivered this Conveyance on the date mentioned above.*

SIGNED, SEALED AND DELIVERED

By the PARTIES in the presence of : -

1. 1) MD. NAUSHAD ALI alias
NOWSAD ALI MONDAL
2) MD. LIYAKAT ALI alias
LIAKAT ALI MONDAL
represented by his
constituted attorney -
- 2.

Signature of Owners

Signature of Developer

Drafted by

Typed by:

Signature of **Purchaser**

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser a sum of Rs.

only, as Entire Consideration amount as per memo below:

<i>Date</i>	<i>Bank & Branch</i>	<i>Cheque/ R.T.G.S. No.</i>	<i>Amount</i>
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Total Rs..... only

WITNESSES :

1.

2.

*Signature of **Developer***