

## Conveyance

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

**(1) MR. AKHILESH KUMAR GUPTA (PAN ADXPG1456G & AADHAAR NO. 5642 9367 9481)**, Son of Late Som Prakash Gupta, residing at 8B Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas, (2) **MRS. SEEMA GUPTA (PAN ADZPG8381Q & AADHAAR NO. 8462 0044 1680)** Wife of Mr. Akhilesh Kumar Gupta, residing at 8B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas, (3) **MR. SUBRATA MAJUMDAR (PAN ANNPM5180H & AADHAAR NO. 3874 0256 8458)**, Son of Late Ramandra Majumdar, residing at 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata – 700034, District South 24 Parganas and (4) **MRS. JHARNA MAJUMDAR (PAN BLBPM6087J & AADHAAR NO. 3421 8721 3891)**, Wife of Mr. Subrata Majumdar, by Occupation - Housewife, residing at 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata – 700034, District South 24 Parganas, all by Nationality Indian, all by religion Hindu, all by Occupation – Business, hereinafter called and referred to as the **“OWNERS/VENDORS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**:

The Owners/Vendors are being represented by **HAPPY HOMES REALTY (PAN AAJFH5801M)**, a Partnership Firm having its Office at 206, Daspara Road, P.O. Thakurpukur, Police Station Thakurpukur, Kolkata – 700063, District South 24 Parganas, represented by its Partners (1) **MR. AKHILESH KUMAR GUPTA (PAN ADXPG1456G & AADHAAR NO. 5642 9367 9481)**, Son of Late Som Prakash Gupta, residing at 8B Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas, (2) **MRS. SEEMA GUPTA (PAN ADZPG8381Q & AADHAAR NO. 8462 0044 1680)** Wife of Mr. Akhilesh Kumar Gupta, residing at 8B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas and (3) **MR. SUBRATA MAJUMDAR (PAN ANNPM5180H & AADHAAR NO. 3874 0256 8458)**, Son of Late Ramandra Majumdar, residing at 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata – 700034, District South 24 Parganas, all by Nationality Indian, all by religion Hindu, all by Occupation – Business, appointed by a Development Agreement dated 14<sup>TH</sup> July, 2023 duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, Volume No. 1607-2023, Pages from 255568 to 255609, Being No. 160708568 for the year 2023 and related Development Power of Attorney dated 14<sup>TH</sup> July, 2023 duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, Volume No. 1607-2023, Pages from 255730 to 255751, Being No. 160708574 for the year 2023.

#### **A N D**

**HAPPY HOMES REALTY (PAN AAJFH5801M)**, a Partnership Firm having its Office at 206, Daspara Road, P.O. Thakurpukur, Police Station Thakurpukur, Kolkata – 700063, District South 24 Parganas, represented by its Partners (1) **MR. AKHILESH KUMAR GUPTA (PAN ADXPG1456G & AADHAAR NO. 5642 9367 9481)**, Son of Late Som Prakash Gupta, residing at 8B Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas, (2) **MRS. SEEMA GUPTA (PAN ADZPG8381Q & AADHAAR NO. 8462 0044 1680)** Wife of Mr. Akhilesh Kumar Gupta, residing at 8B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas and (3) **MR. SUBRATA MAJUMDAR (PAN ANNPM5180H & AADHAAR NO. 3874 0256 8458)**, Son of Late Ramandra Majumdar, residing at 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata – 700034, District South 24 Parganas, all by Nationality Indian, all by religion Hindu, all by Occupation – Business, hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless

excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors, successors-in-interest/office and assigns) of the **SECOND PART**.  
(**Owner/Vendor**, which expression shall include its successors-in-interest)

**And**

3.3 \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Business, of \_\_\_\_\_, \_\_\_\_\_, Kolkata-7000\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ (PAN \_\_\_\_\_)

(**Allottee/Buyer**, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owner, Vendor and Allottee/Buyer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS TRANSFER WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

4.1 **Said Apartment:** Residential Flat No. \_\_\_\_\_, Block on \_\_\_\_\_ floor, carpet area approximately \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, alongwith an exclusive balcony/terrace/Garden measuring carpet area of ( \_\_\_\_\_ ) Square feet and servant quarters measuring carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet forming part of the Said Complex named **Lakeview Apartments**. The layout of the Said Flat is delineated on the Plan B annexed hereto and \_\_\_\_\_ ( \_\_\_\_\_ ) covered/open/basement/covered dependent/open dependent Parking Space No/s. \_\_\_\_\_ in the \_\_\_\_\_ for the parking of medium sized car/cars, being more particularly described in **Schedule C** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2" (Said Apartment)**, in Block/Building No. \_\_\_\_\_ (**Said Block/Building**), being a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017

(Act), the West Bengal Housing Industry Regulation Rules, 2018 (**Rules**) and the West Bengal Housing Industry Regulation Act, 2017 (**Regulations**) with the West Bengal Housing Industry Regulatory Authority (**Authority**) at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_, the Real Estate Project is constructed on said Bastu land measuring 07 (Seven) Cottahs 04 (Four) Chittaks 0 (Zero) Sq. ft. be the same or a little more or less together with Cemented Flooring Roof Tile Shed residential Structure having an area of 100 Sq. ft. (more or less) standing thereon lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 corresponding to L.R. Dag No. 1905 under previous L.R. Khatian Nos. 8674 and 8675 and present L. R. Khatian Nos. 10751, 10752, 10753 and 10754 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 43, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 202A, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-1157-3 in the District of South 24 Parganas, as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in **Schedule A** below (**Project Property**). The Real Estate Project has been developed named **Lakeview Apartments (Said Complex)**.

- 4.2 **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 super built-up area of the Said Apartment bears to the total super built-up area of the Said Block/Building.
- 4.3 **Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (**Said Parking Space**), if any.
- 4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule C** below (**Common Areas**).
- 4.5 **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, respectively which are collectively described in **Schedule B** below (collectively **Said Apartment And Appurtenances**).

## 5. **Background**

- 5.1 **Ownership of Project Property:** By a a Deed of Conveyance dated 30<sup>th</sup> September, 2019 duly registered in the Office of the A.D.S.R, Behala, South 24 Parganas and recorded in Book No. I, Volume No. 1607-2019, Pages from 342413 to 342452, Being No. 160710793 for the year 2019, Akhilesh Kumar Gupta, Son of Late Som Prakash Gupta, Mrs. Seema Gupta, Wife of Mr. Akhilesh Kumar Gupta, Subrata Majumdar, Son of Late Ramendra Chandra Majumdar and Mrs. Jharna Majumdar, Wife of Mr. Subrata Majumdar became the sole and absolute owner *inter alia* of the Municipal Premises **Municipal Premises No. 202A, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-1157-3 in the District of South 24 Parganas**, free from all encumbrances. In terms of a Development Agreement between the above Owners and the Vendor, the Sanctioned Plans of the Said Complex to be constructed on the entirety of the said Municipal Premises No. 202A, Daspara Road, Kolkata 700063 were got prepared and sanctioned. In pursuance to the Development Agreement dated 14<sup>TH</sup> July, 2023 duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, Volume No. 1607-2023, Pages from 255568 to 255609, Being No. 160708568 for the year 2023 and related Development Power of Attorney dated 14<sup>TH</sup> July, 2023 duly registered in the Office of the Addl. District

Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, Volume No. 1607-2023, Pages from 255730 to 255751, Being No. 160708574 for the year 2023 agreed to develop the entirety of Municipal Premises No. 202A, Daspara Road, Kolkata 700063, together with the benefit of the Sanctioned Plans and other appurtenances, sanctions or approvals in the name of the owners, Akhilesh Kumar Gupta, Son of Late Som Prakash Gupta, Mrs. Seema Gupta, Wife of Mr. Akhilesh Kumar Gupta, Subrata Majumdar, Son of Late Ramendra Chandra Majumdar and Mrs. Jharna Majumdar, Wife of Mr. Subrata Majumdar CIPL, by registering a Deed of Development Agreement 14<sup>TH</sup> July, 2023 duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, Volume No. 1607-2023, Pages from 255568 to 255609, Being No. 160708568 for the year 2023. In the circumstances, the Vendor has agreed and with the Owners to undertake the development work on the said plot of plot in terms of the conditions laid down in the Development Agreement dated 14<sup>th</sup> July, 2023 alongwith the Sanctions Plans sanctioned by the Kolkata Municipal Corporation and other appurtenances, sanctions or approvals. Thus, Happy Homes Realty [Vendor herein] became the developers jointly with the owners of the said Bastu land measuring 07 (Seven) Cottahs 04 (Four) Chittaks 0 (Zero) Sq. ft. be the same or a little more or less together with Cemented Flooring Roof Tile Shed residential Structure having an area of 100 Sq. ft. (more or less) standing thereon lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 corresponding to L.R. Dag No. 1905 under previous L.R. Khatian Nos. 8674 and 8675 and present L. R. Khatian Nos. 10751, 10752, 10753 and 10754 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 43, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 202A, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-1157-3 in the District of South 24 Parganas which is more particularly described in **Schedule A** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1” (Project Property)**

- 5.2 **Real Estate Project:** The Project Property is demarcated for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces. The construction of the Said Complex *inter alia* consists of 11 (eleven) buildings named (i) Gardenia, (ii) Hyacinth, (iii) Fern, all consisting of basement floors, ground floor and eighteen upper floors (iv) Ivy, consisting of basement floors, ground floor and sixteen upper floors (v) Jasmine, consisting of basement floors, ground floor and fourteen upper floors (vi) Camellia, consisting of basement floors, ground floor and fourteen upper floors (vii) Daffodil, consisting of basement floors, ground floor and sixteen upper floors, (viii) Eucalyptus, (ix) Acacia, (x) Acasia and (xi) Begonia, all consisting of basement floors, ground floor and eighteen upper floors and other structures to be constructed on the Premises by the Promoter in terms of the Plans as also the other constructions that may be constructed on the Premises by the Promoter from time to time; and registered as a ‘real estate project’ (**Real Estate Project/Project**) with the Authority, under the provisions of the Act, the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued thereunder from time to time.
- 5.4 **Intimation to KMC and Sanction of Plans:** The Kolkata Municipal Corporation has sanctioned building plan to develop the project vide approval dated 07.11.2023 bearing Building Permit/sanction no. 2023160372.
- 5.5 **Registration under the Act:** The Vendor has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_ under

Registration No. \_\_\_\_\_.

- 5.6 **Application and Allotment to Allottee/Buyer:** The Allottee/Buyer, upon full satisfaction of the Vendor's authority to transfer, applied for transfer of the Said Apartment And Appurtenances and the Vendor has allotted the same to the Allottee/Buyer, who in due course entered into an registered agreement dated \_\_\_\_\_ registered in the office of \_\_\_\_\_, recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, at pages \_to \_\_, being Deed No. \_\_\_\_\_, for the year \_\_\_\_ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.7 **Construction of Said Block/Building:** The Vendor has completed construction of the Said Block/Building.
- 5.8 **Sale to Allottee/Buyer:** In furtherance of the above, the Vendor is completing the Sale of the Said Apartment And Appurtenances in favour of the Allottee/Buyer, by these presents, on the terms and conditions contained herein.
- 5.12 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Allottee/Buyer confirms that the Allottee/Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Sale:
- 5.12.1 **Understanding of Scheme by Allottee/Buyer:** The undertaking and covenant that the Allottee/Buyer has understood and accepted the under mentioned scheme of construction as disclosed by the Vendor:

Real Estate Project consists of 01 (one) buildings named Lakeview Apartments consisting of ground floor and three upper floors and other structures to be constructed on the Premises by the Promoter in terms of the Plans as also the other constructions that may be constructed on the Premises by the Promoter from time to time;. The Real Estate Project is being constructed and developed upon the Project Property as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A** below.

(ii) **Scheme of Construction of Project Property:** The detailed scheme of construction attached as **Annexure "1"** discloses the proposed designated uses of the buildings/structures of construction on the Project Property and is based on the current approved layout for the Project Property.

(iii) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Allottee/Buyer and other Allottee/Buyer(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.

- 5.12.2 **Satisfaction of Allottee/Buyer:** The undertaking of the Allottee/Buyer to the Vendor that the Allottee/Buyer is acquainted with, fully aware of and is thoroughly satisfied about the entitlement of the right of the Vendor in the Project Property, the sanctioned plan, all background papers, the right of the Owner/Vendor to grant this Sale vide this Conveyance,

the scheme of construction described above and the extent of the rights being granted in favour of the Allottee/Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Allottee/Buyer hereby accepts the same and shall not raise any objection with regard thereto.

- 5.12.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Allottee/Buyer to the Vendor that the right, title and interest of the Allottee/Buyer is confined only to the Said Apartment And Appurtenances and the Vendor is entitled to deal with and dispose off all other portions of the Project Property and the Said Block/Building to third parties at the sole discretion of the Vendor, which the Allottee/Buyer hereby accepts and to which the Allottee/Buyer, under no circumstances, shall be entitled to raise any objection.

## 6. Transfer

- 6.1 **Hereby Made:** The Vendor hereby sale, transfer and convey to and unto the Allottee/Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in **Schedule B** below, being:

- 6.1.1 **Said Apartment:** The Said Apartment, being Residential Flat No. \_\_\_\_\_, Block \_\_\_\_\_, on \_\_\_\_\_ floor, carpet area approximately \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, alongwith an exclusive balcony/terrace measuring carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) Square feet and servant quarters measuring carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet forming part of the Said Complex named **Lakeview Apartments**. The layout of the Said Flat is delineated on the Plan B annexed hereto And \_\_\_\_\_ ( \_\_\_\_\_ ) covered/open/basement/covered dependent/open dependent Parking Space No/s. \_\_\_\_\_ in the basement/ground floor for the parking of medium sized car/cars,, more or less, being more particularly described in **Schedule C** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**, in Block/Building No. \_\_\_\_\_, being a part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_, the Real Estate Project is constructed on the Project Property as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A** below, being land measuring 34 (thirty four) *bigha* 16 (sixteen) *cottah* 14 (fourteen) *chittack* and 19 (nineteen) Square Feet equivalent to 696.90 (six hundred ninety six point nine zero) *cottah* and also equivalent to 11.52 (eleven point five two) acre, more or less, togetherwith dilapidated different structures, durwan and staff quarters, situate, lying at and being a divided and demarcated portion of present Municipal Premises No. 591A, Motilal Gupta Road, Kolkata 700008, within Ward No. 122 of Kolkata Municipal Corporation, *Mouza* Sayidpur, J.L. No. 12, R.S. No. 34, *Touzi* No. 8, *Pargana* Khaspur, Police Station Haridevpur (formerly Thakurpukur), Sub Registration Office Behala, District South 24 Parganas and comprised in various *Dags* and *Khatian* numbers ("**Project Property**"). The Real Estate Project has been named **Lakeview Apartments**, constructed/being constructed on the Project Property.
- 6.1.2 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the carpet area of the Said Apartment bears to the total carpet area of the Said Block/Building.

6.1.3 **Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in **Schedule B** below, if any.

6.1.4 **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in **Schedule C** below.

## 7. **Consideration and Payment**

7.1 **Consideration:** The aforesaid sale of the Said Apartment And Appurtenances is being made by the Vendor in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), paid by the Allottee/Buyer to the Vendor and the Vendor, receipt of which the Vendor hereby and by the Memo and Receipt of Consideration by Vendor below, admit and acknowledge.

## 8. **Terms of Transfer**

8.1 **Title, Sanctioned Plans and Construction:** The Allottee/Buyer has examined or caused to be examined the following and the Allottee/Buyer is fully satisfied about the same and shall not be entitled to and covenant 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, entitlement, interest and authority of the Vendor in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;
- (b) The sanctioned plan sanctioned by the KMC;
- (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.

8.2 **Measurement:** The Allottee/Buyer 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.

8.3 **Salient Terms:** The transfer of the Said Apartment And Appurtenances being effected by this Transfer is:

8.3.1 **Transfer:** Transfer within the meaning of the Transfer of Property Act, 1882.

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

8.3.3 **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.

8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Transfer, together with proportionate benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-buyers of the Said Block/Building, including the Owner/Vendor (if the Owner and/or the Vendor retain any Apartment in the Said Block/Building).



- 8.4 **Subject to:** The Sale of the Said Apartment And Appurtenances being effected by this Transfer is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Allotte regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
- 8.4.2 **Payment of Monthly Subscription, User Charge for Club:** the Allottee/Buyer regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Vendor.
- 8.4.3 **Payment of Maintenance Charge:** the Allottee/Buyer regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule E** below (collectively **Common Expenses**).
- 8.4.4 **Observance of Covenants:** the Allottee/Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule D** below.
- 8.4.5 **Indemnification by Allottee/Buyer:** indemnification by the Allottee/Buyer about the Allottee/Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Allottee/Buyer hereunder. The Allottee/Buyer agrees to keep indemnified the Owner/Vendor and/or their successors-in- interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner/Vendor and/or their successors-in-interest by reason of any default of the Allottee/Buyer.

## 9. Possession

- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Vendor to the Allottee/Buyer, which the Allottee/Buyer admits, acknowledges and accepts.

## 10. Outgoings

- 10.1 **Payment of Outgoings:** All municipal taxes, rates applicable in respect of the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Allottee/Buyer (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Vendor and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Allottee/Buyer.

## 11. Holding Possession

- 11.1 **Allottee/Buyer Entitled:** The Vendor hereby covenant that the Allottee/Buyer 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 Allottee/Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owner and the Vendor or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owner and the Vendor.

## **12. Further Acts**

12.1 **Owner/Vendor to do:** The Owner/Vendor hereby covenant that the Owner/Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Allottee/Buyer and/or successors-in-interest of the Allottee/Buyer, 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 Allottee/Buyer to the Said Apartment And Appurtenances.

12.2 **Vendor to do:** The Vendor hereby covenant that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Allottee/Buyer and/or successors-in-interest of the Allottee/Buyer, 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 Allottee/Buyer to the Said Apartment And Appurtenances.

## **13. Defect Liability:**

13.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of five (5) years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Vendor shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Project Property. The Allottee is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Vendor's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Vendor in this regard. However, normal wear and tear caused due to usage shall not be deemed to be a defect in workmanship of the Vendor. Further, the Vendor shall not be liable for any defect in the fittings and fixtures installed in the Apartment as per the specification.

13.2 The Vendor shall not be liable to rectify and defect occurring under the following circumstances:

- 13.2.1 If there are changes, modification or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee/Buyer taking over possession of the Apartment, the Vendor will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee/Buyer, the Vendor will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- 13.2.2 If there are changes, modifications or alteration in doors, windows or other related items, then the Vendor will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations.
- 13.2.3 If the Allottee/Buyer after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequences of such alterations or changes will not be entertained by the Vendor;
- 13.2.3 Different materials have different coefficient of expansions and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Vendor shall get it rectified at its own cost.
- 13.2.4 If the materials and fittings and fixtures provided by the Vendor are not being maintained by the allottee or his / her agents in the manner in which same is required to be maintained.
- 13.2.5 Any electrical fittings and /or gadgets or appliances or other fittings and fixtures provided by the Vendor in the Common areas and / or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Vendor and not amounting to poor workmanship or manufacture thereof.
- 13.2.6 If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything herein before contained it is hereby expressly agreed and understood that in case the allottee, without first notifying the Vendor and without giving the Vendor the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Vendor shall be relieved of its obligations contained in clause 13 here in above.

#### **14. General**

- 14.1 **Conclusion of Contract:** The Parties have concluded the Conveyance 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.
- 14.2 **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement and/or any other documents executed prior to the date of this Transfer.
- 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 Transfer are inserted for convenience only and shall be ignored in construing the provisions of this Transfer.
- 15.3 **Definitions:** Words and phrases have been defined in the Transfer 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.

**SCHEDULE 'A'**  
**(Project Property)**

**ALL THAT** piece and parcel of Bastu **land measuring 07 (Seven) Cottahs 04 (Four) Chittaks 0 (Zero) Sq. ft. be the same or a little more or less together with Cemented Flooring Roof Tile Shed residential Structure having an area of 100 Sq. ft. (more or less) standing thereon** lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 corresponding to L.R. Dag No. 1905 under previous L.R. Khatian Nos. 8674 and 8675 and present L. R. Khatian Nos. 10751, 10752, 10753 and 10754 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 43, Touzi Nos.1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its **Municipal Premises No. 202A, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-1157-3 in the District of South 24 Parganas** along with right to enjoy 15'-00" wide Common Passage on the Southern Side of the said property. The said property is butted and bounded in the following manner :

ON THE NORTH : By K.M.C. Buster Plant.

ON THE SOUTH : by Partly 4.4 M (15'-00") wide Common Passage and Partly land of Mala Brahma and Maitry Dutta.

ON THE EAST : By K.M.C. Buster Plant and existing One Storey Building of Others.

ON THE WEST : By Existing Two Storied Building of Others.

**SCHEDULE 'B'**  
**(Said Apartment and Appurtenances)**

(a) Residential Flat No. \_\_\_\_\_, Block \_\_\_\_\_ on \_\_\_\_\_ floor, carpet area approximately \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, alongwith an exclusive balcony/terrace/garden measuring carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) Square feet and servant quarters measuring carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet forming part of the Said Complex named **Lakeview Apartments**. The layout of the Said Flat is delineated on the Plan B annexed hereto and bordered in colour Green thereon. And \_\_\_\_\_ ( \_\_\_\_\_ ) covered/open/basement/covered dependent/open dependent Parking Space No/s. \_\_\_\_\_ in the basement/ground floor for the parking of medium sized car/cars, delineated on the Plan C annexed hereto and bordered in colour Red thereon.

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule C** below, as be attributable and appurtenant to the Said Apartment; **and**

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment.

**SCHEDULE 'C'**  
**(Common Areas Of the Real Estate Project)**  
**(Which Are Part Of the Real Estate Project)**

**Common Areas and installations in respect whereof only right of user in common shall be granted regarding the Block in which the said Apartment is situate ("said Block"):**

**A.** Common Portions as are common between the co-owners of a Block:

**1. Areas:**

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the ground floor of the Block.
- (f) Common Roof above the top floor of the block.

**2. Water and Plumbing:**

- (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Flat).
- (b) Drains, sewerage pits and pipes within the Block (save those inside any Flat) or attributable thereto.

**3. Electrical and Miscellaneous Installations:**

(a ) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency to all the Flats in the Block and Common Portions

4. **Others:**

Other areas and installations and/or equipment as are provided in the Block for common use and enjoyment.

**B.** Common Portions as are common between all the Blocks:

1. **Areas:**

Open and/or covered paths and passages inside the Said Complex.  
within or attributable to the Block.

Lift and lift machinery of the Block

**SCHEDULE 'D'**  
**(Covenants)**

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

1. **Satisfaction of Allottee/Buyer:** The Allottee/Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Vendor, the sanctioned plans, all the background papers, the right of the Owner/Vendor to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee/Buyer and the negative covenants mentioned in this Agreement and the Allottee/Buyer hereby accepts the same and shall not raise any objection with regard thereto.
2. **Allottee/Buyer Aware of and Satisfied with Common Areas:** The Allottee/Buyer, upon full satisfaction and with complete knowledge of the Common Areas and all other ancillary matters, is entering into this Agreement. The Allottee/Buyer has examined and is acquainted with the Said Complex and has agreed that the Allottee/Buyer shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Complex and/or the Project Property **save and except** the Said Apartment And Appurtenances.
3. **Facility Manager:** The Vendor shall hand over 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 (3) the Allottee/Buyer shall be bound to pay the Common Expenses to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee/Buyer and it shall be deemed that the Facility Manager is rendering the services to the Allottee/Buyer for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Allottee/Buyers of the Said Complex.
4. **Allottee/Buyer to Mutate and Pay Rates & Taxes:** The Allottee/Buyer shall (1) pay the KMC Tax, surcharge, levies, cess etc. (collectively “**Rates & Taxes**”) (proportionately for the Said 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 Allottee/Buyer, on the basis of the bills to be raised by the Vendor/the Association, such bills being conclusive proof of the liability of the Allottee/Buyer in respect thereof **and** (2) have mutation completed at the earliest. The Allottee/Buyer further admits and accepts that the Allottee/Buyer shall not claim any deduction or abatement in the bills of the Vendor/the Facility Manager or the Association.

5. **Allottee/Buyer to Pay Common Expenses:** The Allottee/Buyer shall pay the Common Expenses, on the basis of the bills to be raised by the Vendor /the Facility Manager/the Association, such bills being conclusive proof of the liability of the Allottee/Buyer in respect thereof. The Allottee/Buyer further admits and accepts that (1) the Allottee/Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses and (2) the Common Expenses shall be subject to variation from time to time, at the sole discretion of the Vendor /the Facility Manager/the Association.
  
6. **Allottee/Buyer to Participate in Formation of Association:** The Allottee/Buyer admits and accepts that the Allottee/Buyer and other intending Allottee/Buyers of apartments in the Said Complex shall form the Association and the Allottee/Buyer shall become a member thereof. The Allottee/Buyer shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee/Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, 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.

7. **Obligations of Allottee/Buyer:** The Allottee/Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project and the Said Complex by the Vendor/the Facility Manager/the Association.
  
- (b) **Observing Rules:** observe the rules framed from time to time by the Vendor/the Facility Manager/the Association for the beneficial common enjoyment of the Said Building, the Real Estate 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 and the Common Areas from the possession date.
  
- (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 therefor, ensuring that no inconvenience is caused to the Vendor or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee/Buyer 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 Building, the Project Property, and outside walls of the Said Building **save** in the manner indicated by the Vendor/the Facility Manager/the Association (upon formation). The Vendor shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee/Buyer.



- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee/Buyer use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Vendor 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 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 Allottee/Buyer makes any alterations/changes, the Allottee/Buyer shall compensate the Vendor /the Association (upon formation) (as the case may be) as estimated by the Vendor /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 Building. The Allottee/Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Allottee/Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee/Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Vendor. Grills may only be installed by the Allottee/Buyer on the inner side of the doors and windows of the Said Apartment. The Allottee/Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Vendor, it being clearly understood by the Allottee/Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said 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 Allottee/Buyer shall install the out-door unit of the same either inside the Allottee/Buyer'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 Allottee/Buyer shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee/Buyer 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 Building and the Said Complex from that mentioned in this Agreement.

- (j) **Trade Mark Restriction:** not to use the name/mark *Ideal* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottee/Buyer does so, the Allottee/Buyer shall be liable to pay damages to the Vendor and shall further be liable for prosecution for use of the mark *Ideal*.
- (k) **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 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.
- (l) **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.
- (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 Vendor /the Facility Manager/the Association for the use of the Common Areas.
- (o) **No Throwing Refuse:** not 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 therefor.
- (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 sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment /Said Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee/Buyer from displaying a standardized name plate 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 Allottee/Buyer and/or family members, invitees or servants of the Allottee/Buyer, the Allottee/Buyer shall compensate for the same.
- (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the 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 Allottee/Buyer 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 pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottee/Buyer shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee/Buyer hereby confirms that the Allottee/Buyer shall not violate any terms of the statutory requirements/fire norms.

11.1.11 **Notification Regarding Letting/Transfer:** If the Allottee/Buyer lets out or sells the Said Apartment And Appurtenances, the Allottee/Buyer shall immediately notify the Facility Manager/the Association of the tenant's/ Allottee/Buyer s address and telephone number.

11.1.12 **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottee/Buyer shall not have any right in the other portions of the Project Property/ the Said Complex and the Allottee/Buyer shall not raise any dispute or make any claim with regard to the Vendor either constructing or not constructing on the said other portions of the Project Property/ the Said Complex.

11.1.14 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all owners of the Said 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 Building shall belong to the Vendor with right of exclusive transfer and the Allottee/Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Vendor shall always have the right of further construction on the entirety of the top roof and the Allottee/Buyer 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 Building.

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

#### **SCHEDULE 'E'** **(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 Building and the Said Complex and the road network, STP etc.
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 and the Specified Facilities.
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 and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Specified Facilities, including elevators, 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 and the Specified Facilities and the road network.

7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex **save** those separately assessed on the Allottee/Buyer.
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 equipments and personnel, if any.

**Execution and Delivery**

**In Witness Whereof** the Parties have executed and delivered this Transfer on the date mentioned above.

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**Authorized Signatory**  
**[Owner/Vendor]**

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**Authorized Signatory**  
**[Allottee/Buyer]**

**Drafted by:**

Advocate,  
**High Court, Calcutta**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Receipt of Consideration**

Received from the within named **Allottee/Buyer** the within mentioned sum of Rs. \_\_\_\_\_/-(**Rupees** \_\_\_\_\_) towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in **Schedule B** above.

\_\_\_\_\_  
**Authorized Signatory**  
**[Owner/Vendor]**

**Witnesses:**

Signature \_\_\_\_\_

Name :

Signature \_\_\_\_\_

Name :