

### CONVEYANCE DEED

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

3.1 **SUBHASIS BOSE**, son of Sanjay Bose, by Faith- Hindu, by Occupation- Business, by Nationality-Indian, residing at Tegharia, P.O. R.K. Pally, P.S. Narendrapur [Previously Sonarpur], Kolkata-700150, District-South 24 Parganas, West Bengal hereinafter jointly and collectively called and referred to as the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives assigns) of the **FIRST PART** represented by its Lawful Constituted Attorney, namely **M/S BOSE ENGINEERING & CONSTRUCTION**, a proprietorship firm having its office at 3218, Sonarpur Station Road, Teghoria, P.O. R.K. Pally, P.S. Narendrapur (previously Sonarpur), District- South 24 Parganas, Kolkata- 700150, West Bengal represented by its sole proprietor **SANJAY BOSE**, son of Late Sambhu Nath Bose, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at Teghoria, P.O. R.K. Pally, P.S. Narendrapur

(previously Sonarpur), District- South 24 Parganas, Kolkata- 700150, West Bengal vide registered Development Power of Attorney, executed on 10.11.2023, being No. 9081 for the year 2023 which is registered in the office A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 1608-2023, Pages from 186238 to 186249.

And

3.2 **M/S BOSE ENGINEERING & CONSTRUCTION**, a proprietorship firm having its office at 3218, Sonarpur Station Road, Teghoria, P.O. R.K. Pally, P.S. Narendrapur (previously Sonarpur), District- South 24 Parganas, Kolkata- 700150, West Bengal represented by its sole proprietor **SANJAY BOSE**, son of Late Sambhu Nath Bose, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at Teghoria, P.O. R.K. Pally, P.S. Narendrapur (previously Sonarpur), District- South 24 Parganas, Kolkata- 700150, West Bengal, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its proprietor, office-in-charges, executors, administrators, legal representatives) of the **SECOND PART**, authorized vide Development Agreement 10.11.2023, being No. 9073 for the year 2023 which has been registered in the office of A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 1608-2023, Pages from 186133 to 186157.

And

3.3. ....  
.....  
(Buyer or Allottee, include/s his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns)  
Owners, Promoter/Developer and Buyer are hereinafter individually referred to as such or as Party and collectively as Parties.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

#### 4. Subject Matter of Conveyance

4.1) **ALL THAT** one residential Flat being Flat No. .... (.....Side) on the Floor, ..... flooring of the multistoried feet, more or less or measuring about..... Carpet Area and (.....) Sq. Ft. of Super-Built Up Area more or less consisting with ..... (.....) Bedrooms, ... (.....) Dinning cum Drawing room cum Kitchen, ... (.....) toilet, ..... (.....) W.C. and ..... Veranda with all fittings and fixtures together with/without one covered car parking space at Mouza- Rajpur, J.L. No. 55, District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office at Sonarpur, Police Station- Sonarpur, within the local limits of Rajpur-Sonarpur Municipality, Ward No. 16, Holding No. 207, M. N. Roy Road, P.O. Rajpur, District- South 24 Parganas, Kolkata- 700149 TOGETHER WITH undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc. The Said Project is a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 on under registration No. .... and the Real Estate Project is constructed on ALL THAT one piece and parcel of land measuring 5 Cottah 1 Chittak 0 Square Feet comprising in R.S. & L.R. Dag No. 2193 under R.S Khatian Nos. 2465 and 2467 corresponding to L.R. Khatian No. 3196, lying and situated at Mouza- Rajpur, J.L. No. 55, **District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office at Sonarpur**, Police Station- Sonarpur, within the local limits of Rajpur-Sonarpur Municipality, Ward No. 16, Holding No. 207, M. N. Roy Road, P.O. Rajpur, District- South 24 Parganas, Kolkata- 700149.

4.2) **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).

4.3) **Land Share:** Undivided and impartible share in the land underneath the Said Project (Land Share).

**Said Flat And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, and 4.3 above, being the Said Flat the Share In Common Areas and the Land Share, respectively which are collectively described in Schedule B below.

## 5. Background

1. WHEREAS **SUBHASIS BOSE**, son of Sanjay Bose [Owner/Vendor herein] is the absolute owner of land measuring about 5 Cottah 1 Chittak 0 Square Feet comprising in R.S. & L.R. Dag No. 2193 under R.S Khatian Nos. 2465 and 2467 corresponding to L.R. Khatian No. 3196, lying and situated at Mouza- Rajpur, J.L. No. 55, **District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office at Sonarpur**, Police Station- Sonarpur, within the local limits of Rajpur-Sonarpur Municipality, Ward No. 16, Holding No. 207, M. N. Roy Road, P.O. Rajpur, District- South 24 Parganas, Kolkata- 700149 by way of purchase from the then owner Dhananjay Mondal, son of Late Biswambhar Mondal vide Deed of Conveyance, executed 16.03.2022, being No. 2401 for the year 2022 which has been registered in the office of A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 1608-2022, Pages from 62471 to 62498 and he decided to commercially exploit the aforementioned land by constructing multistoried building.

2. DUE to lack of fund and technical knowledge required for construction of multistoried building, they approached reputed Developer **M/S BOSE ENGINEERING & CONSTRUCTION**, a proprietorship firm having its office at 3218, Sonarpur Station Road, Teghoria, P.O. R.K. Pally, P.S. Narendrapur (previously Sonarpur),

District- South 24 Parganas, Kolkata- 700150, West Bengal represented by its sole proprietor **SANJAY BOSE**, son of Late Sambhu Nath Bose, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at Teghoria, P.O. R.K. Pally, P.S. Narendrapur (previously Sonarpur), District- South 24 Parganas, Kolkata- 700150, West Bengal, to construct Multi storied building on the said landed property on joint venture basis at the cost and expenses of the Developer or out of funds to be procured by the Developers and after several cross table discussion, they entered into a Development Agreement on 10.11.2023 with respect to Schedule-A land with some stipulated conditions particularly mentioned therein for construction of a multistoried building in or upon the said property, more fully and particularly described in the Schedule hereunder written, being No. 9073 for the year 2023 which has been registered in the office of A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 1608-2023, Pages from 186133 to 186157.

3. AND for smooth commencement of construction and development work, the owners herein also executed a Development power of attorney in favour of **M/S BOSE ENGINEERING & CONSTRUCTION**, a proprietorship firm having its office at 3218, Sonarpur Station Road, Teghoria, P.O. R.K. Pally, P.S. Narendrapur (previously Sonarpur), District- South 24 Parganas, Kolkata- 700150, West Bengal represented by its sole proprietor **SANJAY BOSE**, son of Late Sambhu Nath Bose, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at Teghoria, P.O. R.K. Pally, P.S. Narendrapur (previously Sonarpur), District- South 24 Parganas, Kolkata- 700150, West Bengal vide registered Development Power of Attorney, executed on 10.11.2023, being No. 9081 for the year 2023 which is registered in the office A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 1608-2023, Pages from 186238 to 186249.

4. **AND** as per terms and conditions the owner obtained a sanctioned building plan with respect to scheduled land for G+III

storied building with Lift Facilities namely “**SUN VIEW APARTMENT**” constructed as per sanctioned Building Plan No. SWS-OBPAS/2207/2023/1044 dated 06/06/2023 issued by Rajpur-Sonarpur Municipality and the developer started the construction work as per sanctioned building plan.

**Real Estate Project:** The Property is earmarked for the purpose of building a residential and/or residential cum commercial project inter-alia comprising of multi-storied building and car parking spaces and/or any other permissible developments in the Said Complex and the said project shall be known as “SUN VIEW APARTMENT” (“Said Complex”). The development of the Said Complex known as ‘SUN VIEW APARTMENT’ and the said Project has been registered as a real estate project before the Real Estate (Regulation and Development) Act, 2016 under Registration No. ....

Whole Project (as defined in Recital I (iii) below) and proposed as a “real estate project” by the Promoter/Developer and is being registered as a ‘real estate project’ (“the Real Estate Project or Project”) with the (“Authority”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued there under from time to time.

**Intimation and Sanction of Plans:** The Owners have duly intimated “The Assistant Engineer” and Councillor, Rajpur-Sonarpur Municipality, Ward No. 16 about commencement of construction of the Project vide its letter dated 19.04.2024. The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Project).

**Registration under the Act:** The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on ..... under Registration No. \_\_\_\_\_

**Announcement of Sale:** The Developer formulated a scheme and

announced sale of flats and car parking space to prospective purchasers (Transferees).

**Application and Allotment to Buyer:** The Buyer, intending to be a Transferee, upon full satisfaction of the Owner's title and the Developer's authority to sell, applied for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyer, who in due course entered into an registered agreement for sale dated \_\_\_\_\_ registered in the office of \_\_\_\_\_, recorded in Book No. I, Volume No. \_\_\_\_\_, at pages \_\_\_\_\_ to \_\_\_\_\_, being Deed No. \_\_\_\_\_, for the year \_\_\_\_\_ (Said Agreement) to purchase the Said Flat And Appurtenances, on the terms and conditions contained therein.

**Construction of Said Project:** The Developer has completed construction of the Said Project.

**Conveyance to Buyer:** In furtherance of the above, the Owner and the Promoter/Developer are completing the Conveyance of the Said Flat and Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.

**Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance.

**Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:

(i) **Real Estate Project:** Residential Project constitutes the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is constructed and developed upon a portion of the Property as particularly described in **Schedule A** below.

(ii) **Other Residential Exclusive Amenities:** The Other Residential Component proposed to be developed as part of the

Whole Project, may be provided with certain common areas, facilities and amenities **(Other Residential Exclusive Amenities)** and which may exclusively be made available to and usable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the Buyer of the Other Residential Component and, may not be available to the Buyer or any other Buyer/occupants of Flats in the Real Estate Project.

(iii) **Limited Areas And Facilities:** The Buyer agrees that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to Flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Buyer(s) of such Flat and to the exclusion of other Buyer(s) in the Real Estate Project **(Limited Areas And Facilities)**. The Buyer agrees to use only the Limited Areas and Facilities (if any) specifically identified for the Buyer in the Said Flats and Appurtenances and as more particularly described in Schedule B hereunder written. The Buyer agrees to not use the Limited Areas and Facilities identified for other buyer(s) nor shall the Buyer has any claim of any nature whatsoever with respect to the Limited Areas and Facilities identified for other Buyer(s) and/or the usage thereof.

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

(v) **Whole Project Included Amenities:** The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Buyer and other Buyer(s) in the Whole Project on a non-exclusive basis **(Whole Project Included Amenities)** are listed in **Schedule D** hereunder written. The Buyer agrees and accepts that the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project.



(vi) **Maximum FAR:** The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Rajpur-Sonarpur Municipality and all other concerned authorities For the purpose of the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Building without however, adversely affecting the Said Flats agreed to be sold hereunder, and to carry out construction work accordingly. The Buyer hereby irrevocably agrees and give his/her/their/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Flat and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyer shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Flat or any other part of the Said Building being affected by such construction. The Buyer hereby agrees to give all facilities and co-operation as the Promoter/Developer may require from time to time, both prior to and after taking possession of the Said Flat, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit that may be constructed by the Promoter/Developer as aforesaid.

(vii) **Satisfaction of Buyer:** The undertaking of the Buyer to

the Owner and the Promoter/Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owner and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

(viii) **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Owner and the Promoter/Developer that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property/ Property and the Said Block to third parties at the sole discretion of the Promoter/Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

## 6. Transfer

**Hereby Made:** The Owner and the Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrance of any and every nature whatsoever, the Said Flat And Appurtenances, described in **Schedule B** below, being:

**Said Flat:** The Said Flat, being Flat No.. \_\_\_\_\_ , having carpet area of \_\_\_\_\_ square feet, more or less, with attached balcony measuring \_\_\_\_\_ square feet, more or less and the Said Flat with attached balcony collectively having built-up area of \_\_\_\_\_ Square Feet, more or less, along with/without exclusive right to use 1 (one) car parking area measuring \_\_\_\_\_ square feet which is part of the

Project Property described in **Schedule B** below. The layout of the Said Flat is delineated in **RED** colour on the **Plan** annexed hereto.

**Land Share:** The Land Share being undivided and impartible share in the land underneath the Said Flat.

**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**

**Consideration:** The aforesaid conveyance of the Said Flat and Appurtenances is being made by the Owner and the Promoter/Developer in consideration of a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_), paid by the Buyer to the Owner (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

## **8. Terms of Transfer**

**Title, Sanctioned Plans and Construction:** The Buyer has examined or caused to be examined the following and the 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, title, interest and authority of the Owner and the Promoter/Developer in respect of the Project Property, the Said Block and the Said Flat And Appurtenances;
- (b) The sanctioned plans sanctioned by the Rajpur-Sonarpur Municipality;
- (c) The construction and completion of the Said Block, the

Common Areas, the Said Flat and including the quality, specifications, materials, workmanship and structural stability thereof.

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

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

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

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

**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, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.

**Benefit of Common Portions:** 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, in common with the other co-owners of the Said Building, including the Owner and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Flat in the Said Building).

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

**Payment of Rates & Taxes:** the Buyer 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 Flat And Appurtenances.

**Payment of Maintenance Charge:** the 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 F** below

(collectively **Common Expenses/Maintenance Charge**).

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

**Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owner 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 Owner and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer.

## 9. Possession

**Delivery of Possession:** vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat and Appurtenances has been handed over by the Promoter/Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

## 10. Outgoings

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

## 11. Holding Possession

**Buyer Entitled:** The Owner and the Promoter/Developer hereby covenant that the 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 Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof

and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owner and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owner and the Promoter/Developer.

## 12. **Further Acts**

**Owner and Promoter/Developer to do:** The Owner 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 and/or successors-in-interest of the 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 Buyer to the Said Bungalow and Appurtenances.

**Promoter/Developer to do:** The Promoter/Developer hereby covenant 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 and/or successors- in- interest of the 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 Buyer to the Said Flat and Appurtenances.

## 13. **Defect Liability:**

The Promoter/Developer shall rectify all reasonable construction related defects in the Said Flat, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within two calendar year from the date of completion certificate, issued by the Rajpur-Sonarpur Municipality.

It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the

default and/or negligence of the Buyer and/or any other buyers 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 Buyer and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Buyer 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 Block 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 Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorized modifications or repair done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.

Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/

manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Flat and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Flat and in the workmanship executed.

#### 14. **General**

**Conclusion of Contract:** The Parties have concluded the contract of Conveyance in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

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

#### 15. **Interpretation**

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

**Headings:** The headings in this Conveyance are inserted for



convenience only and shall be ignored in construing the provisions of this Conveyance.

**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.

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

### **THE SCHEDULE "A" ABOVE REFERRED TO**

[Description of Land]

**ALL THAT** piece and parcel of a plot of 'Rayati' 'Bastu' land measuring more or less 5 Cottah 1 Chittak 0 Square Feet comprising in R.S. & L.R. Dag No. 2193 under R.S Khatian Nos. 2465 and 2467 corresponding to L.R. Khatian No. 3196, lying and situated at Mouza- Rajpur, J.L. No. 55, **District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office at Sonarpur**, Police Station- Sonarpur, within the local limits of Rajpur-Sonarpur Municipality, Ward No. 16, Holding No. 207, M. N. Roy Road, P.O. Rajpur, District- South 24 Parganas, Kolkata- 700149, herein with exclusive rights of ownership thereto having unfettered right, title and interest thereto free from all encumbrances, liens, lispendens and attachments whatsoever, together with all sorts of easement rights over the Road/Common Passage and proportionate, and is possessing and enjoying the same without let and hindrances, free from all encumbrances together with all sorts of easement rights over the Road/Common Passage and proportionate Rent payable to the Collector, 24-Parganas (South) Govt. of West Bengal. The **"Said Land"** butted and bounded by:

**On the North :** 20 Feet wide M.N. Roy Road

**On the South :** Part of R.S. Dag No. 2193

**On the East :** Part of R.S. Dag No. 2193

**On the West :** 16 Feet wide M.N. Roy Road

**SCHEDULE 'B'**

**(Said Flat and Appurtenances)**

(a) **ALL THAT** one residential Flat/Unit being Flat No. -----  
( -----Side) on the Floor, ..... flooring  
of the B+G+IV storied type constructed portion having carpet  
area of square feet, more or less or measuring about ( )  
Sq. Ft. of Super-Built Up Area more or less consisting with  
..... Bedrooms, ..... Dinning cum Drawing room cum  
Kitchen, ..... toilet, ..... W.C. and exclusive right to  
use of one Veranda with all fittings and fixtures together  
with/without one covered car parking space at Rajpur, J.L.  
No. 55, District Sub-Registrar Office at Alipore, Additional  
District Sub-Registrar Office at Sonarpur, Police Station-  
Sonarpur, within the local limits of Rajpur-Sonarpur  
Municipality, Ward No. 16, Holding No. 207, M. N. Roy Road,  
P.O. Rajpur, District- South 24 Parganas, Kolkata- 700149,  
TOGETHER WITH undivided proportionate, impartible share  
and interest in the land underneath the said Flat/Unit with  
all the common rights in the passages, staircases, lobbies,  
roof etc. in the said premises along with the easement rights  
& appurtenances as also the liabilities & duties to be  
observed together with all easement, right, title, interest,  
possession, claim, profits etc.

(a) **The Share In Common Areas**, being the undivided,  
impartible, proportionate and variable share and/or interest in  
the Common Areas of the Real Estate Project described in  
Schedule E below, as be attributable and appurtenant to the  
Said Flat, subject to the terms and conditions of this  
Agreement; and

(b) The Land Share, being undivided and impartible  
share in the land underneath the Said Flat.

## **(SPECIFICATION OF CONSTRUCTION)**

### **BUILDING :-**

- 1] Tiles finishing Floor.
- 2] Flash doors with door Frame and main entrance door will be flash/wooden door
- 3] Normal/Square Bar Grill & Aluminum Sliding Window.
- 4] Putti finishing Inner walls.
- 5] Weather Coat Painted outer walls.
- 6] Platform of the Kitchen will be finished by Black Marble/Granite with Sink.
- 7] Standard Company's white normal Commode, Pan & Basin.
- 8] Color glazed Tiles in Toilet & W.C. up to door height level and 3'-0" height upon the Cooking Platform.
- 9] Concealed water supply lines in common Toilet only.
- 10] Standard Company's plumbing fittings.
- 11] All Doors except main entrance door will be Flash Door and Toilets Door will be P.V.C.
- 12] Standard Company's Lift.

### **ELECTRICALS:-**

- 1] **Bed Room:** 2 Light Points, 1 Fan Point, 2 Plug Point & 1 Bed Switch (For 2 Bed Room) and 1 A.C. point master bed room
- 2] **Living/Dining:** 3 Light Points, 1 Fan Point 2 Plug Point, 1 Plug point (15 Amp.) & 1 Calling Bell Point.

- 3] **Kitchen:** 1 Light Point, 1 Plug Point (15 Amp.) & 1 Exhaust Fan/Chimney and Water Filter Point.
  - 4] **Toilet :** 1 Light Points, 1 Geyser Point & 1 Exhaust Fan Point.
  - 5] **W.C. :** 1 Light Point & 1 Exhaust Fan point.
  - 6] **Balcony :** 1 Light Point
- Lift -**

### **SCHEDULE 'D'**

#### **(Whole Project Included Amenities)**

(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Buyer on a non-exclusive basis along with Buyer(s)/occupants in the Whole Project)

1. The foundations, columns, beams, supports, main wall, corridors, lobbies, common underground water tank, stair case and stair ways, overhead water tank, entrance Lobby, steps, Lift, Lobby and Stair Cases in all floors, top roof and exits of the building.
2. Common paths, passages, drive ways and main entrance to the premises and the building.
3. Boundary walls and main gates.
4. Drainage and sewerage lines and septic Tank, Soak Pit and other installations for the same (except only those installed within the exclusive area of any flat and/or exclusive for its use).

5. Electric wiring and other fittings, fixtures, lights, switches of the common area of the said building (excluding only those installed with the exclusive area of any flat and/or exclusive and/or exclusive for its use).
6. Meter space, water pump space, water reservoirs both underground and overhead, on roof and water pipes together with all common plumbing installations for carriage of water (except only those exclusive within for the exclusive use of any flat)

### **SCHEDULE 'E'**

#### **(Covenants)**

The Buyer covenants with the Promoter/Developer (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:

0. **Satisfaction of Buyer:** The Buyer 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 the Said Agreement, the scheme of development described in the Said Agreement and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said

Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

1. **Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule C above) and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Complex and/or the Larger Property and/or the Whole Project save and except the Said Flat and Appurtenances.
2. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Municipal/Panchayat Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Complex and wholly for the Said Bungalow And Appurtenances and until the Said Flat/Unit And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the/Developer/the Association (upon formation) /the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer 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).

3. **Buyer to Pay Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges, 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 in respect thereof. The Buyer further admits and accepts that **(1)** the Buyer 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 Association (upon formation)/the Apex Body (upon formation).
4. **Buyer to Pay Interest for Delay and/or Default:** The Buyer 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 /Developer /the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer 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 also admits

and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

5. **Promoter's/Developer's Charge/Lien:** The Promoter/ Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Promoter/Developer **provided however** if the Said Flat 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.
6. **No Rights of or Obstruction by Buyer:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
7. **Variable Share In Common Portions:** The Buyer fully comprehends and accepts that **(1)** the Share In Common Areas is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building/Real Estate Project **(2)** if the area of the Said Building/ Real Estate Project is recomputed by



the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein **(3)** the Buyer shall not demand any refund of the Total Price paid by the Buyer 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 shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.

**8. Buyer to Participate in Formation of Association and Apex**

**Body:** The Buyer admits and accepts that the Buyer and other intending allottees/buyers/owners of bungalows/apartments /other developments comprised in the Said Building shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all bungalow/building/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“Apex Body”). The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Buyer 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 Flat owner will be entitled to cast a vote irrespective of his/her/its size of Bungalow. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

**10.Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Building 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 Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Real Estate Project, the Whole Project and the Said Residential Project.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat 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 Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter/Developer or to the other Flat owners. The main electric meter shall be installed only at the common meter space in the Said Building. The 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 Block save in the manner indicated by the Promoter/Developer/the Association (upon formation).

(e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer uses or allows the Said Flat to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Flat 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 Building and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said Building. In the event the Buyer

makes any alterations/changes, the Buyer 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:**

The Buyer shall not install any dish- antenna on the balcony and/or windows of the Said Building/Said Flat and/or on any external part of the Said Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Flat/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 Buyer shall install the outdoor unit of the same either inside the 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 Buyer shall also not install any

collapsible gate on the main door/entrance of the Said Bungalow. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Building, which is beneficial to all. Furthermore and save and except as permitted by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Building And Appurtenances or the Common Areas or the Said Building. Further, the Buyer shall not make any additional construction to cover the balcony of the Said Building.

- (h) **No Sub-Division:** not sub-divide the Said Building 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 Building from that mentioned in this Conveyance.
- (j) **No Nuisance and Disturbance:** not use the Said Building or the Common Areas, 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 Project/Said Block and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other

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/Association/ Apex Body:** not obstruct the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the Said Block and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Whole Project/Project Property (excepting the Said Bungalow ).
- (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 Building.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter /Developer/the Association (upon formation)/the Apex Body (upon formation) 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 therefore.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said

Building or the Common Areas.

- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Building.
- (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 Building save at the place or places provided therefore provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Building.
- (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 Building.
- (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 Building.
- (w) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Building.

**Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify and obtain no objection certificate (NOC) as to no-dues of maintenances charges from the the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number.

**No Objection to Construction:** Notwithstanding anything contained in this Conveyance, the Buyer 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/proposed adjoining land and hence the Buyer has no objection to the continuance of construction in the other portions of the Larger Property/ the proposed adjoining land/the Said Residential Project, even after the date of possession notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.

**No Right in Other Areas:** Save and except as expressly mentioned in this Conveyance, the Buyer shall not have any right in the other portions of the Larger Property/the proposed adjoining land/the Said Complex and the Buyer 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 proposed



adjoining land/the Said Building.

**Hoardings:** The Promoter/Developer shall be entitled to put hoarding/boards of its Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS 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 facade, 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, and decide hoarding/board sites.

### **SCHEDULE 'F'**

#### **(Common Expenses)**

- 1.** All the owners are bound to pay the common expenses fixed by the owners or owners association with effect from the date of registration of the Shop or physical possession handover whichever is earlier.
- 2.** All costs of maintenance, operating, replacing, repairing, *white washing*, maintaining, redecorating, *reconstructing and/or lighting the common portions* in the building including their outer walls.
- 3.** The salary of all persons employed for common purposes including durwans, security personnel, sweepers, plumbers, electricians etc.
- 4.** Insurance premium for insuring the building.
- 5.** All charges and deposits for supplies of common utilities to the co-owners in common.

6. Municipal Tax, water tax and other levies in respect of the premises and the Building save those separately assessed on the Purchasers.
7. Cost of formation and operation of the Association/ Society.
8. Expenses and deposits for supplies of common utilities to the co-owners.
9. Expenses of any Litigation, if any, incurred for the common purposes.
10. Welter pumps and its installation, repairing.
11. Other common installations like Generator (if installed)

Municipal and other taxes and levies and all other outgoings have those separately assessed or incurred in respect of any common unit/space.

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**Authorized Signatory**  
**[Owners]**

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**Authorized Signatory**

**[Promoter/Developer]**

\_\_\_\_\_  
**Authorized Signatory**

**[Buyer]**

**Drafted by:**

**Advocate,  
City Civil Court, Calcutta**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

**Receipt of Consideration**

Received from the within named Buyer the within mentioned sum of

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)  
towards full and final payment of the Consideration for the Said  
Bungalow and Appurtenances described in **Schedule B** above.

BOSE ENGINEERING & CONSTRUCTION  
  
Proprietor

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**Authorized Signatory**  
**[Promoter/Developer]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_