

**DEED OF CONVEYANCE**

**1. Date** - This indenture is made on this \_\_\_\_\_<sup>th</sup> day of January, 2024.

**2. Nature of Document** - Deed of Conveyance.

**3. Parties:** Collectively the following which will include their respective successors-in-interest:

**3.1. Owner: (1) SRI NIRMAL KANTI GHOSH, (PAN: BAWPG8239C), (Aadhaar No. 8623 3845 8856),** son of Late Nalini Kanta Ghosh, by religion-Hindu, by occupation- Retired, by Nationality- Indian, resident of 54/10,-Raja Ram Mohan Roy Road, P.O.- Barisha, Police Station previously Thakurpukur now Haridevpur, Kolkata 700008, **(2) SMT. BAISHAKHI DUTTA, (PAN: AXSPD5426E), (Aadhaar No. 3675 0372 2315),** Wife of Debasish Dutta, by religion- Hindu, by occupation- Private Tutor, by Nationality- Indian, resident of 65, Bhuban Mohan Roy Road, P.O:- Barisha, P.S:- Haridevpur, Kolkata- 700 008 District: South 24 Parganas, **(3) SRI PROSUN GHOSH,(PAN: ACEPG2967N), (Aadhaar No. 3613 7154 3973),** son of Sri Nirmal Kanti Ghosh, by religion-Hindu, by occupation- Service, by Nationality- Indian, **(4) SMT. MUKUL GHOSH, (PAN: CNFPG2784P), (Aadhaar No. 405218184527),** wife of Late Bimal Kanti Ghosh, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, **(5) SRI SANJIB KANTI GHOSH,(PAN: AILPG0154G), (Aadhaar No. 9659 3702 8856),** son of Late Bimal Kanti Ghosh, by religion- Hindu, by occupation-Business, by Nationality- Indian,(owners Nos. 3 to 5 are residents of 54/10,Raja Ram Mohan Roy Road, P.O.- Barisha, Police Station previously Thakurpukur now Haridevpur, Kolkata 700008), **(6) SMT. ANITA DAS, (PAN: EUQPD5713R), (Aadhaar No. 4140 1103 1223),** wife of Sri Avijit Das, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, resident of 80, Shil Para Road, Vidyasagar Sarani, P.O.- Barisha, Police Station previously Thakurpukur now Haridevpur, Kolkata 700008, District South 24-Parganas, **(7) SRI SANKAR KUMAR GHOSH,(PAN: ADZPG3031H), (Aadhaar No. 418618906258),** son of Late Dharendra Nath Ghosh, by religion- Hindu, by occupation- Retired, by Nationality- Indian, **(8) SRI NABAKUMAR GHOSH, (PAN: BOEPG2091G), (Aadhaar No. 695443951950),** son of Late Dharendra Nath Ghosh, by religion-Hindu, by occupation- Business, by Nationality- Indian, (owners Nos. 7&8residents of Village – Prafulla Nagar, (Poto Para), P.O. & Police Station-Bongaon, District- North 24 Parganas, Pin- 743235, **(9) SMT. SHAKUNTALA BISWAS, (PAN: AEAPB7252F), (Aadhaar No. 267140407593),** wife of Sri Prabir Kumar Biswas, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, resident of Jessore Road, Gandhi Pally, P.O. - Bongaon, Police Station-Bongaon, District- North 24 Parganas, Pin- 743236 and**(10)SMT. ANINDITA PAUL, (PAN: AFHPP9749K), (Aadhaar No. 7745 3945 0679),** wife of Sri Santosh Kumar Paul, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, resident of Amlapara, P.O. - Bongaon, Police Station- Bongaon, District- North 24 Parganas, Pin- 743235, India hereinafter called and referred to as the **“OWNER”**, being represented by his lawful constituted Attorney namely **M/S. UST CONSTRUCTIONS** a partnership firm having its registered office at 67/1, S.N Roy Road, P.S Behala, P.O Sahapur, Kolkata 700038 represented by its Managing Partner and Authorized Signatory **SHRI SOURAV ROY** son of Shri Subrata Roy, by faith Hindu, by nationality Indian, by occupation Business, resident of 67/1, S.N Roy Road, P.S Behala, P.O Sahapur, Kolkata 700038, duly appointed through a Development Power of Attorney dated 19.01.2023, duly registered in the office of the District Sub-Registrar II, Alipore, South Twenty-four Parganas, recorded in Book No. I, Volume No. 1602-2023, pages from 35775 to 35803 being No. 160200758 for the year 2023; of the **FIRST PART.**

**3.2. Developer: MESSRS UST CONSTRUCTIONS,** a registered Partnership Firm, having **(PAN AAEFU0695H),** and its' registered office at 67/1, S. N. Roy

Road, under the jurisdiction of Police Station New Alipore, Post Office Sahapur, Kolkata 700038, in the District of South 24 Parganas, West Bengal, being represented by its' Managing Partner and Authorized Signatory **Shri Sourav Roy**, son of Shri Subrata Roy, having **(PAN ALHPR0226K) and (Aadhaar No. 4284 6400 6708)**, aged about 46 years, by faith Hindu and residing at 67/1, S. N. Roy Road, under the jurisdiction of Police Station New Alipore, Post Office Sahapur, Kolkata 700038, in the District of South 24 Parganas, West Bengal, (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**3.3. Purchasers: (1) SRI \_\_\_\_\_, son of \_\_\_\_\_, (PAN NO. \_\_\_\_\_), (AADHAR NO. \_\_\_\_\_),** aged about \_\_, by faith \_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Kolkata - \_\_\_\_\_, of the **THIRD PART** (hereinafter called referred to as the Buyer or Allottee, include/s his/her 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. Said Apartment:** Residential Apartment No. \_\_\_\_\_, on the \_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less being more particularly described in **Schedule B** and the layout of the apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure "2" (Said Apartment)**, in Block \_\_\_\_\_, Building No. \_\_ (**Said Building/Said Block**), being a part of the Said Project (defined in Clause 5.6 below) constructed on the Project Property (defined in Clause 5.7 below).

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

**4.3. Share In Common Areas:** Pro rata share in the common areas of the Project as member of the Association (**Share In Common Areas**), the said common areas of the Project being described in **Schedule C** below (**Common Areas**).

**Said Apartment and Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2 and 4.3 above, being the Said Apartment, the Said Parking Space (if any) and the Share In Common Areas, respectively which are collectively described in **Schedule B** below (collectively **Said Apartment And Appurtenances**).

#### **5. Background**

At all material times, one Nalini Kanta Ghosh, since deceased, was the sole and absolute owner by way of Purchase **ALL THAT** piece and parcel of land measuring an area of 3 Cottah 20 Sq. Ft. more or less lying and situate and forming part of

C. S. Dag No. 286 under C. S. Khatian No. 122 of Mouza Muradpur J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No. 123, Police Station previously Behala then Thakurpukur now Haridevpur, District South 24-Parganas from the then Owners namely Sri Murari Mohan Kar and Panchu Bala Kar by a registered 'Deed of Sale' duly executed and registered on 29.07.1958 in the Office of the Joint Sub-Registrar of Alipore at Behala and recorded therein Book No. I, Volume No. 40, pages 117 to 121, Being No. 2762 for the year 1958.

The said Nalini Kanta Ghosh, was also the absolute owner by way of Purchase another **ALL THAT** piece and parcel of land measuring an area of 8 Cottahs 7 Chittaks 27 Sq. Ft. more or less lying and situate and forming part of C.S. Dag No. 286 under C.S. Khatian No. 122 of Mouza Muradpur, J. L. No. 13, R.S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No. 123, Police Station previously Behala then Thakurpukur now Haridevpur, District South 24-Parganas from the said Sri Murari Mohan Kar and Panchu Bala Kar by a registered 'Deed of Sale' duly executed and registered on 02.11.1961 in the Office of the Joint Sub-Registrar of Alipore at Behala and recorded therein Book No. I, Volume No. 70, pages 180 to 184, Being No. 4254 for the year 1961.

The said Nalini Kanta Ghosh, since deceased, was also the absolute owner by way of Purchase another **ALL THAT** piece and parcel of land measuring an area of 1 Cottah 13 Chittaks 41 Sq. Ft. more or less lying and situate and forming part of C.S. Dag No. 286 under C.S. Khatian No. 122 of Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No. 123, Police Station previously Behala then Thakurpukur now Haridevpur, District South 24-Parganas from the said Sri Murari Mohan Kar and Panchu Bala Kar by a registered 'Deed of Sale' duly executed and registered on 16.01.1967 in the office of the Joint Sub-Registrar of Alipore at Behala and recorded therein Book No. I, Volume No. 12, Pages 53 to 56, Being No. 187 for the year 1967.

The said Nalini Kanta Ghosh, since deceased, in the manner aforesaid was the absolute owner of land measuring an area of 13 Cottahas 5 Chittaks 43 Sq. Ft. more or less comprising in C.S. Dag No. 286 under C.S. Khatian No. 122 of Mouza Muradpur by the aforesaid three deeds of sale in the aforesaid manner and while enjoying the right, title and interest of the same he mutated his name in the records of the Kolkata Municipal Corporation and the said property became known and numbered as Municipal Premises No. 183, Raja Ram Mohan Roy Road, Kolkata- 700008 (morefully and particularly described in the schedule-A written hereunder and hereinafter referred to as "said premises").

While enjoying the right, title and interest of the said property the said Nalini Kanta Ghosh died intestate on 22.08.1993 leaving behind him three sons namely Sri Nirmal Kanti Ghosh, Sri Bimal Kanti Ghosh and Sri Shyamal Kanti Ghosh and three married daughters namely Smt. Santilata Ghosh, Smt. Kalyani Ghosh and Smt. Shibani Biswas as his legal heirs and successors in respect of the aforesaid property within the meaning of Hindu Succession Act, 1956 and his wife namely Radharani Ghosh was predeceased him on 03.06.1982.

After the demise of the said Nalini Kanta Ghosh, his said heirs and successors namely Sri Nirmal Kanti Ghosh, Sri Bimal Kanti Ghosh, Sri Shyamal Kanti Ghosh, Smt. Santilata Ghosh, Smt. Kalyani Ghosh and Smt. Shibani Biswas became the joint owners of the said premises and while jointly enjoying the right, title and interest of the aforesaid property, a family dispute towards partition of the said property cropped up amongst them pursuant to which a Partition Suit was filed before the Ld. 7<sup>th</sup> Court of Civil Judge (Senior Division), at Alipore, District South 24-Parganas vide Title Suit No. 257 of 1995 for partition of the said property and a Preliminary Decree was also passed in the said suit on 29.07.2003 and in terms of the said Decree, the said Sri Nirmal Kanti Ghosh, Sri Bimal Kanti Ghosh, Sri Shyamal Kanti Ghosh, Smt. Santilata Ghosh, Smt. Kalyani Ghosh and Smt. Shibani Biswas were declared to be the owners of an undivided 1/6<sup>th</sup> share each in respect of the said property.

Thereafter the said disputes were amicably settled amongst the parties and they jointly decided not to proceed with the said Suit any further.

In pursuance thereof, by a registered deed of sale duly executed and registered on 11.02.2011 in the Office of the A.D.S.R. at Behala and recorded therein Book No. I, Being No. 1223 for the year 2011 the said Smt. Kalyani Ghosh and Smt. Sibani Biswas jointly sold conveyed and transferred their respective undivided 1/6<sup>th</sup> share each or interest of the said land equal to an area of 4 Cotthas 7 Chittaks 14 Sq. Ft. more or less out of total land measuring 13 Cottahas 5 Chittaks 43 Sq. Ft. more or less forming part of C. S. Dag No. 286 under C. S. Khatian No. 122 of Mouza Muradpur unto and in favour of (1) Sri Prosun Ghosh son of Nirmal Kanti Ghosh and (2) Sri Sanjib Kanti Ghosh son of late Bimal Kanti Ghosh and by virtue thereof, the said Sri Prosun Ghosh and Sri Sanjib Kanti Ghosh became the owners of undivided 1/6<sup>th</sup> share each and co-owners of the said property.

In pursuance thereof, the then owners engaged a Developer namely M/S. S. B. Construction, a Partnership Firm having its Office at 42/1, Raja Rammohan Roy Road, Police Station Thakurpukur now Haridevpur, P. O. Barisha, Kolkata 700 008 to develop the said land by virtue of a registered Development Agreement. The said Development Agreement was executed amongst them on 13<sup>th</sup> December, 2012 duly registered in the Office of the D.S.R. II at Alipore and recorded therein Book No. 1, C.D. Volume No. 16, Pages 10583 to 10611, Being No. 13341 for the year 2012 for the specific purpose of development of the said property, inter-alia, constructing multi-storied building thereon with certain terms and conditions mentioned therein.

Simultaneously with said Agreement, the then Owners also executed and registered a Power of Attorney in favour of the said Developer on 13.12.2012 registered in the Office of the D.S.R. II at Alipore and recorded therein Book No. 1, Volume No. 16, pages 10612 to 10627 being No. 13342 for the year 2012.

Pursuant to execution of the said Agreement, the said Owners mutated their names in the records of the B.L. & L.R.O. and also made conversion of the said landed property (from Bagan to Bastu) in pursuance of a Conversion Certificate duly issued by the said authority in favour of the said Owners.

Thereafter, the said Shantilata Ghosh, wife of late Dharendra Nath Ghosh and daughter of late Nalini Kanta Ghosh died intestate on 11.06.2017 surviving her two sons namely Sankar Kumar Ghosh and Nabakumar Ghosh and two married daughters namely Shakuntala Biswas wife of Prabir Kumar Biswas and Anindita

Paul wife of Santosh Kumar Paul, as her only heirs, successors and/or legal representatives to succeed her undivided 1/6<sup>th</sup> share or interest in the said property.

Thereafter the said Bimal Kanti Ghosh, son of late Nalini Kanta Ghosh also died intestate on 10.01.2018 surviving his wife Mukul Ghosh, only son namely Sanjib Kanti Ghosh and only married daughter namely Anita Das wife of Avijit Das as his only heirs, successors and/or legal representatives to succeed his undivided 1/6<sup>th</sup> share or interest in the said property.

While seized and possessed of the land, the said Shyamal Kanti Ghosh son of late Nalini Kanta Ghosh out of love and affection gifted his undivided 1/6<sup>th</sup> share and interest in the aforesaid property to his daughter namely Baishakhi Dutta wife of Debasish Dutta by executing a Deed of Gift dated 29.05.2018 which was duly registered in the office of the D.S.R.-II at Alipore and recorded in Book No. I, Volume No. 1602-2018, Pages from 199338 to 199367, Being No. 160205921 for the year 2018.

In pursuance thereof, the existing Joint-Owners namely Nirmal Kanti Ghosh, Baishakhi Dutta, Prosun Ghosh, Sanjib Kanti Ghosh, Mukul Ghosh, Anita Das, Sankar Kumar Ghosh, Shakuntala Biswas, Nabakumar Ghosh and Anindita Paul jointly mutated their names in the record of the K.M.C. in respect of the aforesaid property/premises.

Owing to the subsequent changes and development cropped up in respect of the title of the said premises as aforesaid, the said owners herein executed a fresh Development Agreement in favour of the said M/s. S. B Construction, dated 31.08.2021, which was duly registered in the office of D.S.R II, Alipore, 24 Parganas (South), recorded in the Book No. I, volume no. 1602 of 2021, pages from 297367 to 297436, Being no. 6957 of 2021 for the year 2021.

The said owners had also executed one Development Power of Attorney dated 31.08.2021 in favour of the said M/s. S. B Construction, which was duly registered in the Office of D.S.R II, Alipore, 24 Parganas (South), recorded in the Book No. I, volume no.1602 of 2021, pages from 297579 to 297629, Being no. 6975 for the year 2021.

Owing to certain unavoidable circumstances, the said owners and the said Developer, namely M/s. S. B Construction, with a mutual understanding, amicably decided to cancel the Development Agreements along with the Development Power of Attorneys and entrust the development work in favour of a third party developer and pursuant to such decision and by virtue of a mutual agreement, the said Developer has assigned and/or relinquished its entire right and interest under the said Development Agreement in respect of the said premises in favour of the Developer herein (M/s. UST Constructions) with the consent of the said owners and subsequently pursuant to detailed deliberation amongst the parties and in terms of such mutual agreement, a Deed of Cancellation/Revocation was executed on 18.01.2023 between the owners and the erstwhile developer registered in the office of the District Sub Registrar II at Alipore and recorded in Book No. I, Being No. 00738 for the year 2023 whereby the said Development Agreement along with the Power of Attorney both dated 13<sup>th</sup> December, 2012 as well as Development Agreement along with the Power of Attorney both dated 31.08.2021 were mutually cancelled and all the powers and authorities conferred upon the erstwhile developer in respect of the said premises

were revoked for all practical purposes and intents, with the understanding that the owners would execute a fresh development agreement with the developer herein.

In terms of the said mutual understanding and pursuant to detailed deliberations, the owners had executed a Development Agreement dated 19.01.2023 conferring the development rights in favour of the Developer herein in respect of the said premises and was registered in the office of the District Sub Registrar II at Alipore and recorded in Book No. I, Volume No. 1602-2023, Pages 35709 to 35774, Being No. 00743 for the Year 2023 and also executed a Development Power of Attorney dated 19.01.2023 in favour of the Developer herein which was duly registered in the office of District Sub Registrar II, Alipore, 24 Parganas (South), recorded in the Book No. I, volume no.1602 of 2023, pages from 35775 to 35803, Being no. 00758 for the year 2023.

In terms of the said Development Agreement, the developer has obtained a Building Plan vide no. \_\_\_\_\_ dated \_\_\_\_\_ duly approved and sanctioned by the Kolkata Municipal Corporation for construction of a multi storied comprising of residential flats and car parking spaces in the ground floor at the said Premises.

**Registration under the Act:** The Promoter/Developer has registered the Said 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 Apartments and parking spaces to prospective purchasers (**Transferees**).

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

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

**Conveyance to Buyer:** In furtherance of the above, the Owners and the Promoter/Developer are completing the Conveyance of the Said Apartment 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) The Promoter will be entitled from time to time to vary, amend and/or alter the building plans and to carry out construction work accordingly.

It is clarified that all the proposed amendments and/or alternations in the building plans may not be done simultaneously and may be carried out by the Promoter in phases and the Allottee undertakes not to raise any objection in this regard. This consent shall be considered to be the Allottee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Promoter 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 Apartment or any other part of the Said Building being affected by such construction. The Allottee hereby agrees to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter as aforesaid.

(ii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Project Property, in full or in part, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities.

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

**Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the Buyer are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners 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.

**Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the right, title and interest of the Buyer are confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose of all other portions of the Project Property and the Said Building 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 Owners and the Developer hereby sell, convey and transfer to and unto the 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:



**Said Apartment:** The Said Apartment, being Residential Apartment No.\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ square feet, more or less, consisting of \_\_\_ Bed Rooms, \_\_\_\_\_ Drawing, \_\_\_ Kitchen, \_\_\_\_\_ Dining, \_\_\_\_\_ Toilet, \_\_\_ W.C. & \_\_\_\_\_ Balcony, being more particularly described in **Schedule B** and the layout of the apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure “2”**, in Block \_\_\_\_, Building No. \_\_\_\_\_ being a part of the Said Project constructed on the Project Property.

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

**Share In Common Areas:** The Share In Common Areas, being the pro rata share in the common areas of the Project as member of the Association, the said common areas of the Said Project being described in **Schedule C** below.

## **7. Consideration and Payment**

**Consideration:** The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Promoter/Developer in consideration of a sum of Rs\_\_\_/- (Rupees: \_\_\_) for the Said Apartment (excluding Goods & Service Tax) based on the carpet area and the price of the Said Parking Space (if any) is Rs. \_\_\_/- (Rupees:\_\_\_) and part of the Extra Charges computed in Rs. \_\_\_/- (Rupees: \_\_\_) and the Goods and Service Taxes is Rs. \_\_\_/- (Rupees: \_\_\_) aggregating to Rs. \_\_\_/- (Rupees: \_\_\_), paid by the Buyer to the Promoter/Developer and the Promoter/Developer is hereby and by the Memo and Receipt of Consideration 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 Owners and the Promoter/Developer in respect of the Project Property, the Said Building and the Said Apartment and Appurtenances;
- (b) The sanctioned plans sanctioned by the KMC;
- (c) The construction and completion of the Said Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

**Measurement:** The 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.

**Salient Terms:** The transfer of the Said Apartment 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, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

**Subject to:** The sale of the Said Apartment and Appurtenances being affected 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 Apartment 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 Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer.

## **9. Possession**

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

## **10. Outgoings**

**Payment of Outgoings:** All municipal taxes on 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 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 Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

## **11. Holding Possession**

**Buyer Entitled:** The Owners 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 Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

## **12. Further Acts**

**Owners and Promoter/Developer to do:** The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer 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 Apartment 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 Apartment and Appurtenances.

## **13. Defect Liability:**

The Promoter/Developer shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the KMC.

It is clarified that the Promoter 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 Said 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 Said Project and/or the Larger 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 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 Promoter'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 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 repairs 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 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 Apartments 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 20<sup>o</sup> 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 Apartment and in the workmanship executed.

#### **14. General**

**Conclusion of Contract:** The Parties have concluded the contract of 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.

**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.

### **SCHEDULE 'A'**

#### **(Property)**

**ALL THAT** piece and parcel of land measuring an area of 13 Cottahas 5 Chittaks 43 Sq. Ft. more or less together with pucca structure measuring more or less 600 Sq. ft. and Asbestos Shed structure measuring more or less 500 Sq. ft. and also Tiles Shed structure measuring more or less 300 Sq. ft. lying and situate and forming part of C. S. Dag No. 286 corresponding to L.R. Dag No. 405 under C. S. Khatian No. 122 (L.R. Khatian Nos. 6464; 6463; 6462; 6453; 6452; 6451; 6450; 2456; 2455; 2454; 2459) of Mouza Muradpur J.L. No. 13, R.S. No. 192, Touzi Nos. 74-77 & 82, Pargana Magura, previously under the jurisdiction of South Suburban Municipality, Behala, now under the Kolkata Municipal Corporation Ward No, 123, being Municipal Premises No. 183, Raja Ram Mohan Roy Road, Kolkata- 700 008, Police Station previously Behala then Thakurpukur now Haridevpur, A.D.S.R. Office at Behala, District South 24-Parganas and the said property is butted and bounded by:

**ON THE NORTH** : 40 Ft. wide Biren Roy Road (East).

**ON THE SOUTH** : Land of Babu Mukherjee & Bishnu Bhattacharjee.

**ON THE EAST** : Land of Santimoyee Ghosh & Nagesh Chandra Bhattacharjee, N. C. Bhattacharjee.

**ON THE WEST** : Land of Bimal Kanti & Nirmal Kanti Ghosh, land of Satyaprasad Roy Chowdhury.

### **SCHEDULE 'B'**

#### **(Said Apartment and Appurtenances)**

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_ on the \_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, **Block** \_\_\_\_, The layout of the Said Apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) The Said Parking Space, being the right to park 1 (one) medium sized car in the\_\_\_\_\_, in the \_\_\_\_ admeasuring 135 (one hundred and thirty five) square feet, of the Said Complex; **and**

The Share in Common Areas, being pro rata share in the Common Areas of the Said Project described in **Schedule 'C'** below as members of the association, subject to the terms and conditions of this Conveyance.

### **SCHEDULE 'C'**

(Common Areas of the Said Project)

**(Which Are Part of the Said Project)**

<ul style="list-style-type: none"> <li>• Entrance Lobby at the ground level of the Said Building</li> </ul>	<ul style="list-style-type: none"> <li>• Lobbies on all floors and staircase(s) of the Said Building</li> </ul>
<ul style="list-style-type: none"> <li>• Lift machine room(s) and lift well(s) of the Said Building</li> </ul>	<ul style="list-style-type: none"> <li>• Water reservoirs/tanks of the Said Building</li> </ul>
<ul style="list-style-type: none"> <li>• Water supply pipeline in the Said Building (save those inside any apartment)</li> </ul>	<ul style="list-style-type: none"> <li>• Drainage and sewage pipeline in the Said Building (save those inside any apartment)</li> </ul>
<ul style="list-style-type: none"> <li>• Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building</li> </ul>	<ul style="list-style-type: none"> <li>• Electricity meter(s) for common installations and space for their installation</li> </ul>
<ul style="list-style-type: none"> <li>• Lift(s) and allied machineries in the Said Building</li> </ul>	<ul style="list-style-type: none"> <li>• External walls of the Said Building</li> </ul>
<ul style="list-style-type: none"> <li>• Roof Area</li> </ul>	<ul style="list-style-type: none"> <li>• Stair Room</li> </ul>

### **SCHEDULE 'E'**

#### **(Covenants)**

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

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Conveyance and the Allottee hereby accept the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, 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 Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee 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. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee 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, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof **and (2)** have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

4. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/ the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that **(1)** the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/ the Association (upon formation)/the Apex Body (upon formation).

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

6. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment and Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Apartment and Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.

7. **No Obstruction by Allottee to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Complex and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

8. **No Rights of or Obstruction by Allottee:** 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 shall

have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

9. **Allottee to Participate in Formation of Association and Apex Body:** The Allottee admits and accepts that the Allottee and other intending allottees of apartments in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body.

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

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Project, and the Said Complex by the Promoter/the Association (upon formation)/the Apex Body (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Promoter/ the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building, the Said Project and the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment and Appurtenances, wholly and the Common Areas, proportionately from the 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 Promoter 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 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 Promoter/ the Association (upon formation). The Promoter 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.

(e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee uses or allows the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter 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 makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /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 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 shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee 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 Allottee 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 shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) **No Sub-Division:** not sub-divide the Said Apartment and Appurtenances and the Common Areas, under any circumstances.

(i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Conveyance.

(j) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building 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/ Association/ Apex Body:** not obstruct the Promoter/ the Association (upon formation)/the Apex Body (upon formation) in

their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Complex/Project Property and selling or granting rights to any person on any part of the Said Building/Said Complex/Project Property (excepting the Said Apartment and the Said Parking Space, if any).

(m) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

(n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/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 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 and 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 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 and/or family members, invitees or servants of the Allottee, the Allottee 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 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 shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.

**Notification Regarding Letting/Transfer:** If the Allottee let outs or sells the Said Apartment and Appurtenances, the Allottee shall immediately notify the the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottee/s address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment and Appurtenances, the Allottee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottee after payment of all outstanding Common Expenses/Maintenance Charges, if any.

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

**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 Promoter with right of exclusive transfer and the Allottee specifically agrees not to do any act which prevent or hinder such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevent or hinder 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.

**Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter 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 Promoter shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottee, proportionately.

**11. Right to enter Apartment for Repairs:** The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all

Common Areas of the Said Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **SCHEDULE 'F'**

### **(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 of Allottee.
- 4. Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
- 5. Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Building] and the road network, STP etc.
- 6. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, 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 Areas 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.
- 8. Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. caretaker, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day month and year first above written.

**SIGNED AND DELIVERED** by the within named Owner in the presence of:

1)

2)

**V E N D O R S**

**D E V E L O P E R**

**P U R C H A S E R S**

Drafted & Prepared by

**MEMO OF CONSIDERATION**

RECEIVED from the within named PURCHASERS the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees Five Lakhs Fifty Thousand only) being the full consideration money paid in respect of the within mentioned Unit under these presents in the manner following :-

DATE	PARTICULARS	BANK	AMOUNT
		TOTAL	

WITNESSES :

1 .

2.

**DEVELOPER**