

CONVEYANCE

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

- 3.1 **Saswat Developer Private Limited**, a private limited company, governed by the provisions of the Companies Act, 2013, having its registered office at 9th Floor, Om Tower, 32, Jawaharlal Nehru Road, Post Office Middleton Row, Kolkata-700071, Police Station Park Street, District Kolkata [PAN **AAKCS4828D**] [CIN _____], represented by one of its directors, Trilochan Sharma, son of Banwari Lal Sharma, of 9th Floor, Om Tower, 32, Jawaharlal Nehru Road, Post Office Middleton Row, Kolkata-700071, Police Station Park Street, District Kolkata [PAN **AJUPS9281Q**] [Aadhaar No. **5390 4183 7471**]

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

And

- 3.2 **Vinayak Realtech Properties LLP**, a limited liability partnership firm governed by the provisions of the Limited Liability Partnership Act, 2008, having its registered office at T-68, Teghoria Main Road, Behind Lokenath Mandir, Post Office Hatiara, Kolkata-700157, Police Station Baguiati, District North 24 Parganas [LLP IN **AAQ-5804**] [PAN **AASFV1939M**], represented by one of its partners, **Shishir Gupta**, son of Late Shri Bhagwan Gupta, by faith Hindu, by occupation Business, nationality Indian, residing at 28, Vidyasagar Street, Post Office & Police Station- Amherst Street, Kolkata 700009, District Kolkata [PAN **AIHPG6508N**] [Aadhaar No. **7976 5702 7873**]

(**Developer**, includes successors-in-interest)

And

- 3.13 _____, son/wife/ daughter of _____, by faith _____, by occupation _____, nationality _____, residing at _____, Post Office _____, PIN _____, Police Station _____, District _____, State _____ [PAN _____] [Aadhaar No. _____]

(**Buyer**, includes successors-in-interest)

Owner and Developer collectively **Sellers**

Sellers 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

- 4.1.1 **Said Flat:** Residential Flat No. _____, on the _____ floor, having carpet area approximately _____ (_____) square feet [built up area approximately _____ (_____) square feet and super built up area approximately _____ (_____) square feet], including the respective areas of the balcony/verandah, being _____ square feet, more or less (**Said Flat**), in the Block ____ (**Said Block**), described in **Part-I** of the **6th Schedule** below and delineated on **Plan B** annexed hereto and bordered in colour **Orange** thereon, in the complex named "**RAJOS**" (**Said Complex**), comprised in R.S./L.R. *Dag* No. 864, recorded in L.R. *Khatian* No. 1270, *Mouza* Kalikapur, J.L. No. 40, *Touzi* No. 173, within the Jurisdiction of Patharghata *Gram Panchayat*, Police Station Rajarhat, Sub-Registration District Rajarhat, New Town, Kolkata-700135, District North 24 Parganas, more fully described in **Part-I** of the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon (**Said Property**).
- 4.2 **Parking Space:** The right to park _____ (_____) medium sized car/bike in the covered/open space (includes the service area) in the ground level in the Said Complex, more fully described in **Part II** of the **6th Schedule** below (**Parking Space**).
- 4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat and Parking Space bears to the total built up area of the Said Block.
- 4.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being more fully described in the **2nd Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat bears to the total built up area of the Said Block.

- 4.5 **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **4th Schedule** below (collectively **Complex Common Portions**). *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*
- 4.6 The Said Flat, the Land Share, the Parking Space (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

- 5.1 **Ownership of Khetrannath Bhattacharya:** Khetrannath Bhattacharya was the sole and absolute owner of land classified as *bagan* (orchard) measuring 52.5 (fifty two point five) decimal, comprised in R.S./L.R. *Dag* No. 864, R.S. *Khatian* No. 416, L.R. *Khatian* No. 313, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas (hereinafter referred to as **Khetrannath's Mother Property**).
- 5.2 **Demise of Khetrannath Bhattacharya:** On 6th December, 1957, Khetrannath Bhattacharya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his, wife, Jibantara Debi, his 4 (four) sons, namely, (1) Sambhu Nath Bhattacharya (2) Sankar Bhattacharya (3) Biswanath Bhattacharya and (4) Rabindranath Bhattacharya and his 2 (two) daughters, namely, (1) Gita Chakraborty and (2) Latika Bhattacharyya, as his only legal heirs and heiresses, who jointly and in equal share inherited the right, title and interest of Late Khetrannath Bhattacharya *inter alia* in Khetrannath's Mother Property having 1/7th share each.

Sl. No.	Name of Legal Heir	R.S./L.R. <i>Dag</i> No.	Total Area in <i>Dag</i> (in decimal)	Area Inherited (in decimal)
1.	Jibantara Debi	864	105	7.5
2.	Sambhu Nath Bhattacharya	864	105	7.5

3.	Sankar Bhattacharya	864	105	7.5
4.	Biswanath Bhattacharya	864	105	7.5
5.	Rabindranath Bhattacharya	864	105	7.5
6.	Gita Chakraborty	864	105	7.5
7.	Latika Bhattacharyya	864	105	7.5
			Total	52.5

5.3 **Sale by Jibantara Debi & Anr.:** By a Deed of Conveyance dated 24th March, 1958, registered in the Office of the Sub-Registrar, Cossipore, Dum Dum, in Book No. I, Volume No. 47, at Pages 12 to 23, Being No. 2274 for the year 1958, Jibantara Debi and Gita Chakraborty being the legal heiresses of Late Khetranath Bhattacharya sold, conveyed and transferred *inter alia* their share in Khetranath's Mother Property i.e. 15 (fifteen) decimal to (1) Sambhu Nath Bhattacharya (2) Sankar Bhattacharya (3) Biswanath Bhattacharya and (4) Rabindranath Bhattacharya, free from all encumbrances.

5.4 **Ownership of Khetranath's Mother Property:** Pursuant to the above joint sale of share by Jibantara Debi and Gita Chakraborty, ownership of Khetranath's Mother Property stands as described in the chart tabulated below:

Sl. No.	Name of Legal Heir	R.S./L.R. Dag No.	Total Area in Dag (in decimal)	Area Inherited (in decimal)
1.	Sambhu Nath Bhattacharya	864	105	11.25
2.	Sankar Bhattacharya	864	105	11.25
3.	Biswanath Bhattacharya	864	105	11.25
4.	Rabindranath Bhattacharya	864	105	11.25
5.	Latika Bhattacharyya	864	105	7.5
			Total	52.5

5.5 **Ownership of Sankar Bhattacharya:** Thus, Sankar Bhattacharya became the sole and absolute owner of land measuring 11.25 (eleven point two five) decimal out of Khetranath's Mother Property, free from all encumbrances and

Sankar Bhattacharya got his name mutated under L.R. *Khatian* No. 470 (**Sankar's Property**).

- 5.6 **First Sale to Saswat Developer Private Limited:** By a Deed of Conveyance dated 8th May, 2007, registered in the Office of the District Sub-Registrar, Barasat, in Book No. I, Volume No. 5, at Pages 7014 to 7039, **Being No. 03693 for the year 2007**, Sankar Bhattacharya *inter alia* sold conveyed and transferred Sankar's Property, i.e. land classified as *bagan* (orchard) measuring **11.25 (eleven point two five) decimal**, comprised in **R.S./L.R. Dag No. 864**, R.S. *Khatian* No. 416, **L.R. Khatian No. 470**, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas out of Khetranath's Mother Property to **Saswat Developer Private Limited**, the Owner herein, free from all encumbrances and for the consideration mentioned therein.
- 5.7 **Ownership of Rabindranath Bhattacharya:** Rabindranath Bhattacharya was sole and absolute owner of *inter alia* land classified as *bagan* (orchard) measuring 11.25 (eleven point two five) decimal, comprised in R.S./L.R. *Dag* No. 864, R.S. *Khatian* No. 416, L.R. *Khatian* No. 424, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas (**Rabindranath's Property**), free from all encumbrances.
- 5.8 **Demise of Rabindranath Bhattacharya:** Rabindranath Bhattacharya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his, wife, Minati Bhattacharjee, his only son, Mithun Bhattacharjee and his only daughter, Piu Bhattacharjee, as his only legal heir and heiresses, who jointly and in equal share inherited the right, title and interest of Late Rabindranath Bhattacharya *inter alia* in Rabindranath's Property having 1/3rd share each.
- 5.9 **Sale to Biswanath Bhattacharya:** By a Deed of Conveyance dated 23rd June, 2004, registered in the Office of the District Sub-Registrar, Barasata, in Book No. I, Being No. 400 for the year 2006, (1) Minati Bhattacharjee (2) Mithun Bhattacharjee and (3) Piu Bhattacharjee jointly sold, conveyed and transferred to Biswanath Bhattacharya, land measuring 5 (five) decimal out of Rabindranath's Property (**Biswanath's Purchased Property**), free from all encumbrances and for the consideration mentioned therein.
- 5.10 **Second Sale to Saswat Developer Private Limited:** By an Indenture dated 30th April, 2007, registered in the Office of District Sub-Registrar, Barasat, in Book

No. I, Volume No. 5, at Pages 3542 to 3557, **Being No. 3507 for the year 2007**, (1) Minati Bhattacharjee (2) Mithun Bhattacharjee and (3) Piu Bhattacharjee *inter alia* sold conveyed and transferred land measuring **6.25 (six point two five) decimal**, more or less, out of Rabindranath's Property to **Saswat Developer Private Limited**, the Owner herein, free from all encumbrances and for the consideration mentioned therein.

- 5.11 **Ownership of Sambhu Nath Bhattacharya:** Sambhu Nath Bhattacharya was sole and absolute owner of *inter alia* land classified as *bagan* (orchard) measuring 11.25 (eleven point two five) decimal, comprised in R.S./L.R. *Dag* No. 864, R.S. *Khatian* No. 416, L.R. *Khatian* No. 472, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas (**Sambhu's Property**), free from all encumbrances.
- 5.12 **Sale to Biswanath Bandyopadhyay:** By a Deed of Conveyance dated 31st January, 1984, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, Being No. 839 for the year 1984, Sambhu Nath Bhattacharya *inter alia* sold, conveyed and transferred to Biswanath Bandyopadhyay, Sambhu's Property, land classified as *bagan* (orchard) measuring 11.25 (eleven point two five) decimal, comprised in R.S./L.R. *Dag* No. 864, R.S. *Khatian* No. 416, L.R. *Khatian* No. 472, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas, free from all encumbrances and for the consideration mentioned therein.
- 5.13 **Demise of Biswanath Bandyopadhyay:** Biswanath Bandyopadhyay, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his, wife, Santi Banerjee, his only son, Arup Banerjee and his only daughter, Archana Mandal, as his only legal heir and heiresses, who jointly and in equal share inherited the right, title and interest of Late Sambhu Nath Bhattacharya *inter alia* in Sambhu's Property having 1/3rd share each.
- 5.14 **Third Sale to Saswat Developer Private Limited:** By a Deed of Conveyance dated 5th March, 2018, registered in the Office of the Additional Registrar of Assurances IV, Kolkata, in Book No. I, Volume No. 1904-2018, at Pages 107255 to 107288, **Being No. 190402267 for the year 2018**, (1) Santi Banerjee (2) Arup Banerjee and (3) Archana Mandal, jointly *inter alia* sold, conveyed and transferred Sambhu's Property to **Saswat Developer Private Limited**, the Owner herein, free from all encumbrances and for the consideration mentioned therein.

- 5.15 **Ownership of Biswanath Bhattacharya:** Biswanath Bhattacharya was sole and absolute owner of *inter alia* land classified as *bagan* (orchard) measuring 11.25 (eleven point two five) decimal, comprised in R.S./L.R. *Dag* No. 864, R.S. *Khatian* No. 416, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas (**Biswanath's Inherited Property**), free from all encumbrances. Therefore, Biswanath Bhattacharya became the sole and absolute owner of (1) Biswanath's Purchased Property and (2) Biswanath's Inherited Property (collectively **Biswanath's Property**), free from all encumbrances.
- 5.16 **Sale to Oscar Business Private Limited:** By a Deed of Conveyance dated 23rd February, 2007, registered in the Office of the District Sub-Registrar, Barasat, in Book No. I, Being No. 2475 for the year 2007, Biswanath Bhattacharya *inter alia* sold, conveyed and transferred to Biswanath's Property to Oscar Business Private Limited, the Owner herein, free from all encumbrances and for the consideration mentioned therein.
- 5.17 **Fourth Sale to Saswat Developer Private Limited:** By a Deed of Conveyance dated 12th April, 2007, registered in the Office of the District Sub-Registrar, Barasat, in Book No. I, CD Volume No. 4, at Pages 5540 to 5557, Being No. 03028 for the year 2007, Oscar Business Private Limited sold, conveyed and transferred *inter alia* Biswanath's Property, i.e. land classified as *bagan* (orchard) measuring 16.25 (sixteen point two five) decimal, comprised in R.S./L.R. *Dag* No. 864, R.S. *Khatian* No. 416, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas to **Saswat Developer Private Limited**, the Owner herein, free from all encumbrances and for the consideration mentioned therein.
- 5.18 **Ownership of Latika Bhattacharya:** Latika Bhattacharya was sole and absolute owner of *inter alia* land classified as *bagan* (orchard) measuring 7.5 (seven point five) decimal, comprised in R.S./L.R. *Dag* No. 864, R.S. *Khatian* No. 416, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas (**Latika's Property**), free from all encumbrances.
- 5.19 **Demise of Latika Bhattacharya:** On 7th July, 2000, Latika Bhattacharya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind her surviving her husband, Triguna Charan Bhattacharjee and

her, only son, Dipak Bhattacharjee, as her only legal heirs, who jointly and in equal share inherited the right, title and interest of Late Latika Bhattacharya *inter alia* in Latika's Property, free from all encumbrances.

- 5.20 **Demise of Triguna Charan Bhattacharya:** On 26th May, 2002, Triguna Charan Bhattacharya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his only son, Dipak Bhattacharjee, as his only legal heir, who solely inherited the right, title and interest of Late Triguna Charan Bhattacharya *inter alia* in Latika's Property, free from all encumbrances.
- 5.21 **Sale to Jyotsna Bibi:** By a Deed of Conveyance dated 27th June, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town, in Book No. I, Volume No. 1523-2016, at Pages 215067 to 215086, Being No. 152307001 for the year 2016, Dipak Bhattacharjee sold, conveyed and transferred land measuring 2.5 (two point five) decimal out of Latika's Property to Jyotsna Bibi, free from all encumbrances and for the consideration mentioned therein.
- 5.22 **Sale to Serina Bibi:** By a Deed of Conveyance dated 27th June, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town, in Book No. I, Volume No. 1523-2016, at Pages 215107 to 215126, Being No. 152306996 for the year 2016, Dipak Bhattacharjee sold, conveyed and transferred land measuring 2.5 (two point five) decimal out of Latika's Property to Serina Bibi, free from all encumbrances and for the consideration mentioned therein.
- 5.23 **Sale to Ratna Bhattacharjee:** By a Deed of Conveyance dated 27th June, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town, in Book No. I, Volume No. 1523-2016, at Pages 215087 to 215106, Being No. 152307000 for the year 2016, Dipak Bhattacharjee sold, conveyed and transferred land measuring 2.5 (two point five) decimal out of Latika's Property to Ratna Bhattacharjee, free from all encumbrances and for the consideration mentioned therein.
- 5.24 **Sale to Rasid Ali Molla:** By a Deed of Conveyance dated 4th June, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town, in Book No. I, Volume No. 1523-2018, at Pages 38759 to 38781, Being No. 152300806 for the year 2018, Ratna Bhattacharjee sold, conveyed and transferred land measuring 2.5 (two point five) decimal out of Latika's

Property to Rasid Ali Molla, free from all encumbrances and for the consideration mentioned therein.

- 5.25 **Fifth Sale to Saswat Developer Private Limited:** By a Deed of Conveyance dated 13th December, 2019, registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town, in Book No. I, Volume No. 1523-2020, at Pages 1973 to 2014, Being No. 152315539 for the year 2019, (1) Jyotsna Bibi (2) Serina Bibi and (3) Rasid Ali Molla jointly sold, conveyed and transferred Latika's Property i.e. land classified as *bagan* (orchard) measuring **7.5 (seven point five) decimal**, comprised in **R.S./L.R. Dag No. 864**, R.S. *Khatian* No. 416, L.R. *Khatian* Nos. 127, 882, 1105, 1141, 1270, 1342, 1355, 1961, 2914, 2955, 2956, 3013, 3141 and 3142, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas to **Saswat Developer Private Limited**, the Owner herein, free from all encumbrances and for the consideration mentioned therein.
- 5.26 **Ownership of Saswat Developer Private Limited:** Pursuant to the above purchases, the Owner, i.e. Saswat Developer Private Limited, became the sole and absolute owner of land classified as *bagan* (orchard) measuring **52.5 (fifty two point five) decimal**, comprised in **R.S./L.R. Dag No. 864**, R.S. *Khatian* No. 416, **L.R. Khatian No. 1270**, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata *Gram Panchayat*, Sub-Registration District Rajarhat, District North 24 Parganas (**Saswat's Mother Property**), free from all encumbrances. The Said Property is a part and portion of Saswat's Mother Property and is also the subject matter of the Development Agreement as stated in Clause A (iii) above.
- 5.27 **Title of the Owner:** In the abovementioned circumstances, the Owner has acquired joint right, title and interest of the Said Property, free from all encumbrances.
- 5.28 **Development Agreement & Power of Attorney:** For the purpose of developing and commercially exploiting the Said Property by construction of the Said Complex thereon and selling various flats/spaces therein (collectively **Units**), the Owner entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing dated 6th May, 2023, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. 1902-2023, at Pages 188015 to 188049, Being No. 190205946 for the year 2023, the Owner had granted the exclusive right of Development to the Developer in respect of the Said Property

pursuant to the sanctioned plan as sanctioned by the concerned statutory authority and commercial exploitation there on the terms and conditions mentioned therein (**Development Agreement**) and the owner had also authorized the Developer to act on behalf of the Owner for causing development work over the Said Property by a Power of Attorney dated 6th May, 2023, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. 1902-2023, at Pages 188200 to 188216, Being No. 190205953 for the year 2023 (**Power of Attorney**).

- 5.29 **Sanctioned Plans:** Pursuant to the Development Agreement, for construction of the Said Complex, the Developer has got the approval of building plans by the Executive Officer, North 24 Parganas, Zilla Parishad, vide Memo No. _____ both dated _____ and said building plan Sanctioned and Approved by the Executive Officer, Rajarhat Panchayat Samiti, vide Memo No. _____ dated _____ for construction of the Said Complex (collectively **Sanctioned Plan**), which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time.
- 5.30 **RERA Registration:** The Developer has registered the Said Complex as a separate project under the provisions of the RERA Act with the West Bengal Housing Industry Regulatory Authority on _____ under Registration No. _____.
- 5.31 **Commencement Certificate:** The Developer vide approval dated _____ has been granted the Commencement Certificate to develop the Said Complex.
- 5.32 **Commencement of Construction:** The Developer commenced construction of the Said Complex on the Said Property and announced sale of flats comprised in the Said Complex.
- 5.33 **Application and Allotment to Buyer:** The Buyer, upon full satisfaction of the Sellers' title, applied for allotment of the Said Flat And Appurtenances, more fully described in **Part III** of the **6th Schedule** below and the Sellers allotted the same to the Buyer, who in due course entered into an Sale Agreement dated _____ (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.34 **Construction of Said Building:** The Developer has completed construction of the Said Complex in the Said Property.

- 5.35 **Conveyance to Buyer:** In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 5.36 **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:
- 5.36.1 **Understanding of Scheme by Buyer:** The undertaking and covenants of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Sellers:
- (a) **Development of Said Property:** The Sellers intend to develop the entirety of the Said Property in due course and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - (b) **Extent of Ownership:** The ownership rights of the Buyer is limited to the Said Flat, the Parking Space (if any), the Land Share and the Common Portions and the Buyer hereby accepts the same and under no circumstances, shall be entitled to raise any objection.
 - (c) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Property and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.
- 5.36.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Sellers that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plan, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 5.36.3 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Sellers that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with

and dispose off all other portions of the Said Property and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

5.36.4 **Extension/Addition:** The undertaking of the Buyer to the Sellers that notwithstanding anything contained in this Conveyance, the Buyer has no objection and shall under no circumstances have any objection to the Sellers (1) integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to future passages (2) extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other facilities (3) modifying the Sanctioned Plan, as may be necessary in this regard (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and easement of use over the Common Portions and other facilities and (5) granting all rights of user and easements over the Common Portions and other facilities to the Intending Buyer or other owners. It is clearly understood by the Buyer that the Buyer shall not have any right to erect any wall/boundary wall in the Said Complex.

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

6. Transfer

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

6.1.1 **Said Flat:** The Said Flat being, residential Flat No. _____, on the _____ floor, having carpet area approximately _____ (_____) square feet [built up area approximately _____ (_____) square feet and super built up area approximately _____ (_____) square feet], including the respective areas of the balcony/verandah, being _____ square feet,

more or less, in the Said Block _____, more fully described in **Part-I** of the **6th Schedule** below and delineated on **Plan B** annexed hereto and bordered in colour **Orange** thereon, in the Said Complex named "**RAJOS**", comprised in the Said Property being R.S./L.R. *Dag* No. 864, recorded in L.R. *Khatian* No. 1270, *Mouza* Kalikapur, J.L. No. 40, *Touzi* No. 173, within the Jurisdiction of Patharghata *Gram Panchayat*, Police Station Rajarhat, Sub-Registration District Rajarhat, New Town, Kolkata-700135, District North 24 Parganas, more fully described in **Part-I** of the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon.

- 6.1.2 **Parking Space:** The Parking Space being the right to park _____ (_____) medium sized car/bike in the covered/open space (includes the service area) in the ground level in the Said Complex, more fully described in **Part II** of the **6th Schedule** below.
- 6.1.3 **Land Share:** The Land Share being undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat. The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat and Parking Space bears to the total built up area of the Said Block.
- 6.1.4 **Share In Common Portions:** The Share In Common Portions being undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Flat, the Common Portions more fully described in the **2nd Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat bears to the total built up area of the Said Block.
- 6.1.5 **Easement Rights over Complex Common Portions:** Easement Rights over Complex Common Portions being right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **4th Schedule** below. *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*

7. **Total Consideration**

7.1 **Total Consideration:** The aforesaid transfer of the Said Flat And Appurtenances is being made by the Sellers in consideration of a sum of Rs. _____/-(Rupees _____) (**Total Consideration**), paid by the Buyer to the Sellers, receipt of which the Sellers hereby and by the Receipt And Memo of Consideration below, admit and acknowledge.

8. Terms of Transfer

8.1 **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 Developer in respect of the Said Property, the Said Building and the Said Flat And Appurtenances;
- (b) The Sanctioned Plan sanctioned by the Patharghata Gram Panchayat;
- (c) The construction and completion of the Said Complex, the Common Portions, the Said Flat, the Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **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.

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

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

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

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

8.3.4 **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 Portions described in the **2nd Schedule** below, in

common with the other co-owners of the Said Block, including the Owner and the Developer (if the Owner and/or the Developer retain any Unit in the Said Block/Said Complex).

- 8.3.5 **Other Rights:** Together with all other rights appurtenant to the Said Flat And Appurtenances.
- 8.4 **Subject to:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Panchayat Tax, Land Revenue (*khazna*), surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat And Appurtenances.
- 8.4.2 **Payment of Monthly Expences and User Charge:** The Buyer regularly and punctually paying the proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.
- 8.4.3 **Payment of Common Expenses/Maintenance Charges:** The Buyer regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/ Maintenance Charges**), indicative list of which is given in the **3rd Schedule** below.
- 8.4.4 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), more fully described in the **4th Schedule** below.
- 8.4.5 **Observance of Covenants:** The Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), more fully described in the **5th Schedule** below.
- 8.4.6 **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 as well as under the Said Agreement. The Buyer agrees to keep indemnified the Owner and the 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 Developer and/or their successors-in-interest by reason of any default of the Buyer.

9. Possession

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

10. Outgoings

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

11. Holding Possession

11.1 **Buyer Entitled:** The Sellers 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 Sellers or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Sellers.

12. Further Acts

12.1 **Sellers to do:** The Sellers hereby covenant that the Sellers or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the 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. Further Construction

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

14. General

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

15. Interpretation

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

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

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

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

**1st Schedule
(Said Property)**

ALL THAT divided and demarcated piece or parcel of land measuring **36.37 (thirty six point three seven) decimal**, more or less, comprised in R.S./L.R. *Dag* No. 864, recorded in **L.R. *Khatian* No. 1270**, *Mouza* Kalikapur, J.L. No. 40, *Touzi* No. 173, within the Jurisdiction of Patharghata *Gram Panchayat*, Police Station Rajarhat, Sub-Registration District Rajarhat, New Town, Kolkata-700135, District North 24 Parganas, the Said Property is butted and bounded as follows:

On the North	:	By R.S./L.R. <i>Dag</i> Nos. 662 and 663
On the East	:	By R.S./L.R. <i>Dag</i> No. 680
On the South	:	By R.S./L.R. <i>Dag</i> No. 864 (part) and 23 feet wide road
On the West	:	By R.S./L.R. <i>Dag</i> Nos. 655 and 654

Details of the Said Property is tabulated in the Chart below:

L.R. <i>Dag</i> No.	Classification	L.R. <i>Khatian</i>	Total Area in <i>Dag</i> (in decimal)	Owned Area in <i>Dag</i> (in Decimal)
864	Bagan	1270	105	36.37
			Total	36.37

**2nd Schedule
(Common Portions)**

- Lobby at the ground level of the Said Block/Said Complex
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block (**save** those inside any Flat)
- Lobbies on all floors and staircase(s) of the Said Block
- Water reservoirs/tanks of the Said Block/Said Complex
- Drainage and sewage pipeline in the Said Block/Said Complex (**save** those inside any Flat)

- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block
- Intercom Network in the Said Block
- External walls of the Said Block
- Lift (s)
- Electricity meter (s) for common installations and space for their installation
- Electricity Cable for common installations in the Said Block, if any
- Generator (s)
- Demarcated portion of the roof above top floor of Said Block

3rd Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** *Panchayat* Tax, surcharge, Water Tax and other levies in respect of the Said Complex **save** those separately assessed on the Buyer.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.
9. **Unsold Flats:** Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

4th Schedule
(Easements and Quasi-easements)

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

- 1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
- 2) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Property and the Said Complex including the other flats and the Common Portions;
- 3) **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Complex by other and/or others thereof;
- 4) **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained;
- 5) **Appurtenances of the Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances;
- 6) **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Said Complex, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such

entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;

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

**5th Schedule
(Covenants)**

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

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

2. **Buyer to pay Rates and Taxes and Common Expenses/Maintenance Charges:** The Buyer admits and accepts that the Buyer shall pay *Panchayat* and other taxes (proportionately for the Said Block/Said Complex and wholly for the Said Flat And Appurtenances), from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the Sellers' appointed service provider Company or Body/Sellers/ Association, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer also admits and accepts that the Buyer shall have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Block and the Said Complex as indicated above, on the basis of the bills as raised by the Sellers' appointed service provider Company or Body/Sellers/ Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date Of Possession. The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Sellers' appointed service provider Company or

Body/Sellers/ Association. In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duly levy or any other liability under any statute or law for the time being in force or enforced in future if the Sellers are advised by their consultant that the Sellers are liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations, the Buyer shall be made liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Sellers saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. **Buyer to Pay Interest for Delay and/or Default:** The Buyer admits and accepts that the Buyer shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Sellers' appointed service provider Company or Body/Sellers/ Association, within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ ____% (_____ percent) per annum, compoundable monthly, to the Sellers' appointed service provider Company or Body/Sellers/ Association, such interest running till such payment is made. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, the Sellers' appointed service provider Company or Body/Sellers/ Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyer.
4. **Sellers' Charge/Lien:** The Buyer admits and accepts that the Sellers shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Buyer.
5. **No Obstruction by Buyer to Further Construction:** The Sellers are entitled to construct further floors on and above the top roof of the Said Complex and/or to make other constructions elsewhere in the Said Property and the Buyer shall not obstruct or object to the same. The Buyer also admits and accepts that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
6. **No Rights of or Obstruction by Buyer:** The Buyer admits and accepts that all open areas in the Said Complex including all open car parking spaces which are not required for ingress and egress from and to the Said Flat, do not form part of the Common Portions in terms of this Agreement and the Sellers shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.

7. **Variable Nature of Share In Common Portions:** (1) the Buyer fully comprehend and accepts that the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Complex (2) the Buyer fully comprehend and accepts that if the area of the Said Complex is increased/recomputed by the Sellers or if the Sellers integrate/add (notionally or actually) adjacent lands and premises to the Said Property and the Said Complex (which the Sellers shall have full right to do and which right is hereby unconditionally accepted by the Buyer), then the Share In Common Portions shall vary accordingly and proportionately (3) the Buyer shall not question any variation (including diminution) of the Share In Common Portions as decided by the Sellers (4) the Buyer shall not demand any refund of the Total Consideration paid by the Buyer on ground of or by reason of any variation of the Share In Common Portions and (5) the Buyer fully comprehend and accept that the Share In Common Portions is not divisible and partible. The Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Sellers.
8. **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other Buyer of the flats shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Buyer, after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer, for the respective purposes thereof.
9. **Use of Common Passage:** The Buyer admits and accepts that use of common passage in the Said Property/Said Complex is common for ingress and egress for persons & materials connected with the construction and maintenance and other flat owners of the Said Complex and any other adjacent property and/or projects of the Sellers and the Buyer hereby declare and undertake not to raise any objection of any and every nature in this regard.
10. **Obligations of the Buyer:** With effect from the Date Of Possession, the Buyer shall:

- 10.1 **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and/or the Said Property by the Sellers' appointed service provider Company or Body/Sellers/ Association.
- 10.2 **Observing Rules:** observe the rules framed from time to time by the Sellers' appointed service Provider Company or Body/Sellers/Association for the beneficial common enjoyment of the Said Complex and/or the Said Property.
- 10.3 **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
- 10.4 **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Complex. The Buyer shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Complex and/or the Said Property.
- 10.5 **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances the Buyer shall use the Said Flat for commercial, industrial or any other purpose.
- 10.6 **No Alteration:** not alter, modify or in any manner change the elevation and exterior color scheme of the Said Complex and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Sellers or the Association. In the event the Buyer make the said alterations/changes, the Buyer shall compensate the Sellers/Association as estimated by the Sellers/ Association.
- 10.7 **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Complex which may affect or endanger the structural stability of the Said Complex and not subdivide the Said Flat in any manner whatsoever.
- 10.8 **No Sub-Division of flat/parking space/servant quarters:** Not to sub-divide the flat/parking space/servant quarter under any circumstances.

- 10.9 **No Changing Name:** not change/alter/modify the name of the Said Complex, which has been given by the Sellers.
- 10.10 **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the Said Property and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- 10.11 **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Complex and/or the Said Property.
- 10.12 **No Obstruction to Sellers/Association:** not obstruct the Sellers/ Association in their acts relating to the Common Portions and not to obstruct the Sellers in constructing other portions of the Said Complex and/or the Said Property and selling or granting rights to any person on any part of the Said Complex and/or the Said Property (excepting the Said Flat and the Parking Space, if any).
- 10.13 **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- 10.14 **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Sellers and/or the Association for the use of the Common Portions.
- 10.15 **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- 10.16 **No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.
- 10.17 **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions.
- 10.18 **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said

Complex or outside walls of the Said Flat **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a decent name plate outside the main door of the Said Flat.

- 10.19 **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and Parking Space (if any).
- 10.20 **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Complex **save** in the manner indicated by the Sellers/ Association.
- 10.21 **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- 10.22 **No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Complex and/ or the Said Property.
- 10.23 **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
11. **No Objection to Construction of Said Complex:** Notwithstanding anything contained in this Agreement, the Buyer's covenants that the Buyer has accepted the scheme of the Sellers to construct the Said Complex in phases and hence the Buyer has no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Flat And Appurtenances. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the construction activity in the Said Complex/Said Property after delivery of possession of the Said Flat And Appurtenances.
12. **No Dispute for Not Construction of Other Areas:** The Buyer further covenants that the Buyer shall not have any right to raise any dispute or make any claim with regard to the Sellers either constructing or not constructing any portions of the Said Complex other than the Said Flat And Appurtenances. The Buyer has interest only in and upon the Said Flat and the Common Portions as are comprised in the Said Complex. However, and only upon the Sellers constructing the balance portions of the Said Complex, the Buyer shall acquire

interest in such of the Common Portions as may be comprised in the balance portions of the Said Complex which may be constructed by the Sellers for common use and enjoyment of all the flat owners of the Said Complex.

6th Schedule

**Part-I
(Said Flat)**

Residential Flat No. _____, on the _____ floor, having carpet area approximately _____ (_____) square feet [built up area approximately _____ (_____) square feet and super built up area approximately _____ (_____) square feet], including the respective areas of the balcony/verandah, being _____ square feet, more or less, in the Block _____, delineated on **Plan B** annexed hereto and bordered in colour **Orange** thereon, in the complex named "**RAJOS**", comprised in R.S./L.R. *Dag* No. 864, recorded in L.R. *Khatian* No. 1270, *Mouza* Kalikapur, J.L. No. 40, *Touzi* No. 173, within the Jurisdiction of Patharghata *Gram Panchayat*, Police Station Rajarhat, Sub-Registration District Rajarhat, New Town, Kolkata-700135, District North 24 Parganas more fully described in the **1st Schedule** above.

**Part-II
(Parking Space)**

The right to park _____ (_____) medium sized car/bike in the covered/open space (includes the service area) in the ground level in the Said Complex and the same (1) shall be allotted to the Buyer after completion of construction of the Said Complex and (2) can only be used for parking of a medium sized motor car of the Buyer, as the case may be, and not for any other purposes.

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

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

The Parking Space, being the car parking space/s described in **Part-II** of the **6th Schedule** above.

Undivided, impartible, proportionate and variable share in the land comprised in the Said Property described in the **1st Schedule** above, as is attributable to the Said Flat. The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat and Parking Space bears to the total built up area of the Said Block.

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

13. Execution and Delivery

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

—
[Owner, through its
Constituted Attorney]

—
[Developer]

[Buyer]

Drafted by

Witnesses:

Signature_____

Signature_____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Receipt And Memo of Consideration

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

Mode	Date	Bank	Amount (Rs.)
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[Developer]

Witnesses:

Signature_____

Signature_____

Name_____

Name_____