

DEED OF CONVEYANCE

1. **Date:** _____

2. **Place:** Kolkata

3. **Parties:**

3.1 **Bijoy Ghosh [PAN ADYPG4183B]**, son of Late Lal Mohan Ghosh, residing at C/9, Raj Narayan Park, Boral, Kolkata-700154, Police Station Sonarpur, Post Office Boral, District South 24 Parganas

3.2 **Swapan Kumar Ghosh [PAN ADOPG0788J]**, son of Late Haridas Ghosh, residing at A/17, Raj Narayan Park, (Rangkal), Boral, Kolkata-700154, Police Station Sonarpur, Post Office Boral, District South 24 Parganas

3.3 **Subrata Majumder [PAN AITPM8668D]**, son of Thakurdas Majumder, residing at 29, Southend Garden, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas

- 3.4 **Babulal Paul [PAN AHWPP2321G]**, son of Late Kanai Lal Paul, residing at P-21, Valley Park, Sreerampore Road, Garia, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.5 **Sumon Majumder [PAN AIUPM9056C]**, son of Thakurdas Majumder, residing at 29, Southend Garden, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.6 **Niranjan Paul [PAN BAPPP7964N]**, son of Late Satish Paul, residing at 145, Sreerampore Road, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.7 **Chanchal Paul [PAN BANPP3446F]**, son of Niranjan Paul, residing at 145, Sreerampore Road, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.8 **Dolly Paul [PAN BDSPP0178A]**, son of Chanchal Paul, residing at 145, Sreerampore Road, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.9 **Bhaja Ranjan Paul [PAN AZXPP7850R]**, son of Late Sunil Paul, residing at 1/18, B.P Township, Block-Q, Kolkata-700094, Police Station Patuli, Post Office _____, District South 24 Parganas
- 3.10 **Tanmoy Ghosh [PAN BAIPG8310E]**, son of Sadhan Ghosh, residing at AB-7, Desh Bandhu Nagar, Baguihati, Kolkata-700059, Police Station Baguihati, Post Office Baguihati, District North 24 Parganas
- 3.11 **Dilip Kumar Dutta [PAN AIAPD0409Q]**, son of Late Arun Chandra Dutta, residing at 1, Southend Garden Extension, Garia, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas
- 3.12 **Niva Dutta [PAN AVCPD0709N]**, wife of Dilip Kumar Dutta, residing at 1, Southend Garden Extension, Garia, Kolkata-700084, Police Station Patuli, Post Office Garia, District South 24 Parganas

All being represented by their constitute attorney _____ [PAN _____], son of _____, of _____, Police Station _____, Post Office _____
(collectively **Owners**, which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns)

And

- 3.13 **Realmark Arannya LLP [PAN AAZFR8514R]**, a Limited Liability Partnership, having its registered office at RoomNo. 192, 5th Floor, Karnani Estates, 209, AJC Bose Road, Kolkata-700017, Police Station Beniapukur, Post Office Circus Avenue, being represented by _____ [PAN _____], son of _____, of RoomNo. 192, 5th Floor, Karnani Estates, 209, AJC Bose Road, Kolkata-700017, Police Station Beniapukur, Post Office Circus Avenue (**Developer** which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, legal representatives, successors-in-office, administrators, successors-in-interest and/or assigns)

And

3.14 _____ [PAN _____], son of _____,
residing at _____, Kolkata-_____, Police Station
_____, Post Office_____, District _____

3.15 _____ [PAN _____], son of _____,
residing at _____, Kolkata-_____, Police Station
_____, Post Office_____, District _____

hereinafter collectively referred to as the **Purchasers** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor and/or successors-in-interest and assigns)

Owners, Developer and Purchasers collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

4.1.1 4.1 **Said Flat:** Residential Flat No. _____ on _____ floor, having super built-up area measuring _____ (_____) more or less corresponding to carpet area measuring _____ (_____) square feet, more or less, comprised in Block _____ (**Said Block**), more fully described in **Part-I** of the **2nd Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**) in the proposed residential project to be called as "**Kabyo Neer**" (**Said Project**), to be constructed on divided and demarcated portion of land situated, lying at and being a portion of Municipal Holding Nos. 484 and 487, Ghosh Para (formerly Municipal Holding No. 383, Ghosh Para), Police Station Sonarpur, Post Office Sonarpur, within Ward No. 23 of the Rajpur-Sonarpur Municipality, Additional District sub-Registration Sonarpur, District South 24 Parganas, more fully described in the **1st Schedule** below (**Said Property**).

4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.

4.1.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the **2nd Schedule** below (**Said Parking Space**), if any.

4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Said Project as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd**

Schedule below (collectively **Common Portions**, which includes extensions and additions of common areas, amenities and facilities made from time to time, if any).

The Said Flat, the Land Share, the Said Parking Space (if any) and the Share In Common Portions, collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

- 4.5 **User Rights in Specified Facilities:** Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities as may be provided [for illustration purpose only, such as swimming pool, Double height community hall, Gymnasium, Indoor play room, kids play area, Adda zone, arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/Panchayat/PWD, domestic and fire water reservoirs, deep or shallow tube well etc. (collectively **Specified Facilities**)].

The Said Flat, the Land Share, the Said Parking Space (if any), the Share In Common Portions and the User Rights in Specified Facilities collectively described in **Part III** of the **6th Schedule** below (collectively **Said Flat And Appurtenances**).

5. **Background, Representations, Warranties and Covenants**

- 5.1 **Representations and Warranties Regarding Title:** The Owners represent, warrant and covenant regarding title as follows:

- 5.1 **Absolute Ownership:** The Promoters have represented to the Allottee/s that the Owners are the joint owners of the Said Property by virtue of events and circumstances, described in **Part-II** of the **1st Schedule** below, free from all encumbrances.

- 5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Said Property by construction and selling various flats/spaces therein (collectively **Flats**), the Owners entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing entered into between the Owners of the one part and the Developer of the other part dated _____, registered in the Office of _____, _____, recorded in Book No. _____, CD Volume No. _____, at Pages from _____ to _____, being Deed No. _____ for the year _____ (**Development Agreement**). In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of certain numbers of Flats, Parking Spaces and other saleable spaces and to appropriate the entire consideration thereof.

- 5.3 **Sanctioned Plans:** Pursuant to the Development Agreement, for construction of the Said Project, the Developer has got a building plan sanctioned by Rajpur-Sonarpur Municipality, being Approval No. _____ dated _____ (**Sanctioned Plans**, which includes all sanctioned/permissible vertical/horizontal extensions and

modifications made thereto, from time to time by Rajpur-Sonarpur Municipality and other Authorities).

- 5.4 **Commencement of Construction:** The Developer has commenced construction work on the Said property and announced sale of Flats and Parking Spaces therein. The intimation of commencement of construction has already been sent to the Rajpur-Sonarpur Municipality.
- 5.5 **Registration under HIRA:** The Promoters have applied for registration the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) [HIRA] with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- 5.6 **Application by Allottee/s:** The Allottee/s has/have applied for an apartment/flat in the Said Project vide Application No. _____ dated _____ and have/has been allotted, the Said Flat And Appurtenances, morefully mentioned in **Part-III** of the **2nd Schedule** below.
- 5.7 **Agreement to Record:** Pursuant to the aforesaid application made by the Allottee/s, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all brochures, offerings, advertisements, documents [oral or in writing, express or implied] and understandings) for sale of the Said Flat And Appurtenances to the Allottee/s.
- 5.1.1 **Said Agreement:** Further, by a Registered Agreement For Sale dated ___th day of _____, 20__ executed between the Parties (**Sale Agreement**) and the Owners and the Developer have agreed to sell and convey to the Purchaser the Said Flat, Said Parking Space, if any and the Share In The Common Portions, collectively being the Said Flat And Appurtenances described in **Part-III** of the **6th Schedule** below.
- 5.1.2 **Conveyance to the Purchasers:** In pursuance of the Sale Agreement, the Owners and the Developer are completing the sale of the Said Flat And Appurtenances in favour of the Purchaser, by these presents.
- 6. Transfer**
- 6.1 **Hereby Made:** The Developer hereby sells, conveys and transfers to and unto the Purchaser, absolutely and forever, free from all encumbrances of any and every nature whatsoever and such Transfer in favour of the Purchaser is hereby confirmed by the Owners:
- 6.1.1 **Said Flat:** The Said Flat, described in **Part-I** of the **6th Schedule** below.
- 6.1.2 **Said Parking Space:** The Said Parking Space, described in **Part-II** of the **6th Schedule** below.

6.1.3 **Share In The Common Portions:** The undivided, variable, impartible, proportionate share in the Common Portions, described in the **2nd Schedule** below, as is attributable to the Said Flat and Said Parking Space, if any.

6.1.4 **Other Rights:** All other rights appurtenant to the Said Flat.

6.2 **Hereby made:** The Owners hereby sell, convey and transfer to and unto the Purchasers, absolutely and forever, free from all encumbrances of any and every nature whatsoever:

6.2.1 **Land Share:** undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Flat, i.e. the Land Share. The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

7. **Consideration:** The aforesaid transfer of the Said Flat And Appurtenances is being made in consideration of a sum of **Rs. _____/- (Rupees _____)** only (**Consideration**) duly paid by the Purchaser receipt of which the Owners and the Developer hereby as well as in the Memo of Receipts below written, admit and acknowledge.

8. **Terms of Transfer**

8.1 **Conditions Precedent:**

8.1.1 **Title, Plan and Construction:** The Purchasers have examined or caused to be examined the following and the Purchasers are 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:

(a) The right title and interest of the Owners in respect of the Said Property

(b) The right title and interest of the Developer in the Said Building and the Said Flat And Appurtenances;

(c) The Plans sanctioned by the Rajpur-Sonarpur Municipality, being Approval No. _____ - dated _____;

- (d) The construction and completion of the Said Building, the Common Portions and the Said Flat And Appurtenances including the quality, specifications, materials, workmanship and structural stability thereof.
- (e) The Developer has expressly declared to the Purchasers that, the Purchasers shall not have any right, title or interest with respect to the other common portion and facilities of the Said Building other than specified herein. Further the Developer shall be entitled to provide common areas and facilities to the owners/Flat holders of residential portion of the Said Building according to its discretion, to which the Purchasers shall also not have any objection or claim of any nature whatsoever.
- 8.1.2 **Measurement:** The Purchasers are satisfied regarding the same and agree and covenant not to ask for any details or question regarding the computation of area or make any claims in respect thereof.
- 8.2 **Salient Terms:** The transfer of the Said Flat And Appurtenances being affected by this Conveyance is:
- 8.2.1 **Sale:** a Sale within the meaning of the Transfer of Property Act, 1882.
- 8.2.2 **Absolute:** absolute, irreversible and forever.
- 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges mortgages, trusts, debaters, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.2.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **2nd Schedule** below, in common with the other Flat holders and the Owners.
- 8.2.5 **Other Rights:** Together with all other rights appurtenant to the Said Flat And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Flat And Appurtenances being affected by this Conveyance is subject to:
- 8.3.1 **Payment of Common Expenses:** the Purchasers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses**), indicative list of which is given in the **2nd Schedule** below, to the Association (defined in Clause 3.1 of the **5th Schedule** below). It is important to mention that, the Common Expenses as mentioned in the **2nd Schedule** below shall be applicable only with respect to the residential units only and shall be payable by the residential unit owners, proportionately. The unit holders of

commercial units shall have different body/association for maintaining and accruing all costs and expenses for maintenance and upkeep of the common portions, applicable to the commercial units.

- 8.3.2 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easement And Quasi-easement**), described in the **4th Schedule** below.
- 8.3.3 **Observance of Covenants:** the Purchasers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5th Schedule** below.
- 8.3.4 **Indemnification:** indemnification by the Owners and the Developer about the correctness of their title, extent of authority.
- 8.3.5 **Indemnification by Purchasers:** indemnification by the Purchasers about the Purchasers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchasers hereunder. The Purchasers agree to keep indemnified the Owners, 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, Developer and/or its successors-in-interest by reason of any default of the Purchasers.

9. Possession

- 9.1 **Delivery of Possession:** Khas, vacant, peaceful and satisfactory possession of the Said Flat And Appurtenances has been handed over by the Developer to the Purchasers which the Purchasers admit, acknowledge and accept.

10. Outgoings

- 10.1 **Developer to Bear:** All 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 Purchasers (**Possession Date**), whether as yet demanded or not, shall be borne, paid and discharged by the Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat And Appurtenances shall be borne, paid and discharged by the Purchasers from the Possession Date.

11. Holding Possession

- 11.1 **Purchasers Entitled:** The Developer and the Owners hereby covenant that the Purchasers shall and may, from time to time, from the date of possession, 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and Developer or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Owners and the Developer.

12. General

12.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having completely satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual.

13. Interpretation

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

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

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

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

1st Schedule

(Said Property)

All That specially demarcated piece and parcel of land classified as '*Danga*', admeasuring an area of 138 (one hundred and thirty eight) decimal, more or less equivalent to 83 (eighty three) *cottah* 9 (nine) *chittack* and 12 (twelve) square feet, more or less out of total land measuring 157 (one hundred and fifty seven) decimal having rayati rights therein, lying at *Mouza* Manikpore, Pargana Margura, *Touzi* No. 25, J.L. No. 77, R.S. No. 226, being (i) 52 (fifty two) decimal, more or less formerly in R.S and L.R *Dag* No. 213 under R.S. *Khatian* Nos. 82 And (ii) 24 (twenty four) decimal out of 43 (forty three) decimal R.S and L.R *Dag* No 353 under R.S. *Khatian* No. 38 And (iii) 41 (forty one) decimal in R.S and L.R *Dag* No 354 under R.S. *Khatian* No. 387, And (iv) 21 (twenty one) decimal in R.S and L.R *Dag* No 355 under R.S. *Khatian* No. 138 at present lying within the local limits of Rajpur-Sonarpur Municipality under Ward No. 23, Presently being portion of Holding No. 484, Ghoshal Para, under Police Station and Sub-

Registry Office at Sonarpur, District- South 24 Parganas which at present recorded in the name of the present owners under L.R *Khatian* Nos. 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627,1628,1629,1630 and butted and bounded as follows:-

North : Part portion of R.S. Dag -353, & Land of R. S Dag No- 214,209;

South : Municipal Road and Land of R.S.-382,356,357;

East : Land of R.S Dag No 212,359,358;

West : Municipal Road & Part portion of R.S. Dag No-353;

2nd Schedule

(Common Portions)

• Community Hall	• Plantation all around the driveway
• Landscaped Garden	• DTH TV and Broadband provision
• Fitness Gymnasium	• Intercom Facility
• Swimming pool	• CCTV Surveillance
• Beautiful Entrance Lobby with Gate	• Multipurpose court
• Outdoor Children's Play Area	• Yoga & Meditation Area
• Indoor Games Room	• 24 Hour Power Back up
• Waterfall feature	• 24 Hour Filtered water Supply

3rd Schedule

(Common Expenses)

1. **Association:** Establishment and all other expenses of the Association as to be decided time to time by the Flat Owners of the building including its formation, office and miscellaneous expenses.
2. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Specified Facilities.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating and all other expenses, GST and charges related to the Common Portions and the

Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Building].

6. **Operational:** All expenses for running and operating all machinery, equipment and installation comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installation including their license fees, GST and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.
7. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
8. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

[**Note:** To be Paid by the Unit Owners of Residential Portion of Said Building only, in Proportionate Share]

4th Schedule (Easements and Quasi-easements)

The Purchasers and the other Intending Purchasers shall allow each other, the Owners/Developer and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchasers shall also be entitled to the same:

- 1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in Common Portions as specified herein.
- 2) **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.

5th Schedule (Covenants)

1. **Transfer and Dismemberment:**

- 1.1 **No Partition:** The Purchasers shall not, at any time, claim partition of the undivided impartible proportionate share in the Land of the Said Property and/or the Common Portions.
- 1.2 **Future Transfer:** Upon the execution and registration of this Conveyance in favour of the Purchasers, the Purchasers may deal with or dispose of the Said Flat And Appurtenances subject to the following conditions:
- 1.2.1 **Single Lot:** The Said Flat And Appurtenances shall be transferred in one lot and shall not be partitioned. In case of transfer in favour of more than one person, the same shall be done in their favour jointly.
- 1.2.2 **Same Covenants:** The transfer of the Said Flat And Appurtenances by the Purchasers shall not be in any manner inconsistent with this Conveyance and the covenants contained herein shall run with the land and be an integral part of such transfer.
- 1.2.3 **All Dues Clear:** All dues including outstanding amounts, interest, Common Expenses, electricity charges, taxes etc. relating to the Said Flat And Appurtenances payable to the Association and the Corporation respectively shall be paid by the Purchasers in full prior to the proposed transfer. Such dues, if any, shall in any event, be a charge on the Said Flat And Appurtenances.
- 1.2.4 **No Confirming Parties:** The Owners/Developer shall not be required to join as confirming parties or otherwise in any agreement or deed made in respect of the Said Flat And Appurtenances by the Purchasers.

2. **Mutation, Taxes and Impositions**

- 2.1 **Mutation by Purchasers:** The Purchasers shall apply for and have the Said Flat And Appurtenances separately assessed and mutated in the name of the Purchasers'.
- 2.2 **Failure of Purchasers to Mutate:** If the Purchasers fail to apply for mutation as above, the Developer shall be entitled to have the same effected and the Purchasers shall reimburse the Developer all costs and expenses incurred in this regard within 15 (fifteen) days. This is without prejudice to the other rights of the Developer.

2.3 **Payment of Outgoings Till Separate Assessment:** Until separate assessment of the Said Flat And Appurtenances, the Purchasers shall pay the proportionate share of the taxes and impositions (which includes Land Revenue, Rates and Taxes, Surcharge, Multistoried Building Tax, if any, Urban Land Tax, Betterment Fees, Water Tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) levied on the whole of the Said Property and the Said Building. Upon separate assessment, the Purchasers shall pay wholly all taxes and impositions, in respect of the Said Flat And Appurtenances.

2.4 **Penalty, Interest for Non/Delayed Payment:** The Purchasers shall be liable to pay penalty, interest, costs, charges and expenses for non/delayed payment of such taxes and impositions, proportionately or wholly, as the case may be.

2.5 **Effective Date for Payment by Purchasers:** All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Said Property, the Said Building and the Said Flat And Appurtenances, accruing till the Possession Date shall be paid by the Developer and those accruing for the period thereafter shall be paid by the Purchasers wholly, in case the same relates exclusively to the Said Flat And Appurtenances and proportionately, in case the same relates to the Said Property and the Said Building.

3. **Management and Maintenance of Common Portions**

3.1 **Formation of Association:** The Developer/Owners and/or the Co-Owners shall form a body of Flat Owners, whether registered under West Bengal Apartment Ownership Act 1972 (**Association**), for the management and maintenance of the Common Portions.

3.2 **Framing of Rules and Bye-laws:** The Developer, the Association, upon its due formation, shall frame such rules, regulations and bye-laws for the common matters as the Developer or the Association may consider necessary but not inconsistent with the provisions herein and the Purchasers shall abide by the same for the beneficial common enjoyment of the Said Building.

4. **Association**

4.1 **Membership:** The Purchasers shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment of

the Association and shall sign all forms and papers as be necessary and be reasonably required for formation of the Association.

5. User of Said Flat and Common Portions:

5.1 **What the Purchaser shall do:** The Purchasers shall, at own costs and expenses:

5.1.1 **Good Repairs:** Keep the Said Flat And Appurtenances and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

5.1.2 **User of the Common Portions:** Use the Common Portions carefully, peacefully and quietly and only for the purposes for which they are meant.

5.2 **What the Purchasers shall not do:** The Purchasers shall **Not** do the following.

5.2.1 **No Obstruction:** Obstruct the Developer or Association in their acts relating to the common purposes and obstruct the Developer in selling or granting rights to any person on any part of the Said Property and/or the Said Building along with 1 (one) covered car parking space/s (excepting the Said Flat and Appurtenances.

5.2.2 **No Violating Rules:** Violate any of the rules and/or regulations laid down for user of the Common Portions as to be decided by the Developer and/or Association, as defined above, upon formation.

5.2.3 **No Throwing Refuse:** Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **Save** at the place indicated therefor.

5.2.4 **No Placement of Articles in Common Portions:** Place or cause to be placed any article or object in the Common Portions.

5.2.5 **Use of Said Flat:** Not to use the Said Flat for commercial purpose or for any other purpose other than specified herein.

5.2.6 **No Injurious Activities:** Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat And Appurtenances.

5.2.7 **No Nuisance and Annoyance:** Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats in the Said Building and/or the adjoining building or buildings.

5.2.8 **No Signage:** Put up or affix any sign board, name plate or other form of signage in the Common Portions or outside walls of the Said Building and/or outside walls of the Said Flat **Save** at the place or places provided therefor or approved in writing by the Owner/Association **Provided That** this shall not prevent the Purchasers from displaying a decent name plate/signage outside the main door of the Said Flat.

5.2.9 **No Storing Hazardous Articles:** Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat And Appurtenances.

5.2.10. **No Floor Damage:** Keep any heavy articles or things which are likely to damage the floors or operate any machine **Save** usual home appliances.

6. **Payments and Deposits Towards and Impositions and the Common Expenses:**

6.1 **Punctual Deposit and Payments:** Deposits and payments shall be made by the Purchasers within 8 (eight) days of the Developer's /Association's leaving its bill for the same in the Said Flat and/or at the above or last notified address of the Purchasers without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever.

6.2 **Failure to Make Payment Within Time:** In the event of the Purchasers failing to make payment in the manner aforesaid, the Developer /Association shall be entitled to claim and receive interest @ 15% (fifteen percent) per annum, compoundable monthly. In the event such bills remain outstanding for more than 2 (two) months, the Developer /Association shall be entitled to withhold/discontinue all the common facilities, amenities and services to the Purchasers.

6.3 **Excess/Deficit Payments:** Out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchasers shall pay further amounts and in case

there be any excess, the same shall be refunded to the Purchasers and/or adjusted with the future payments to be made by the Purchasers.

7. **Miscellaneous**

7.1 **No Waiver:** Any delay or indulgence by the Developer /Association in enforcing the terms of these presents or any forbearance or giving of time to the Purchasers shall not be construed as a waiver of any breach nor shall the same, in any manner, prejudice the rights of the Developer/Association.

7.2 **Whole and Proportionate Payment:** Amounts expressly payable by the Purchasers shall wholly be payable by the Purchasers in case the same relates only to the Said Flat And Appurtenances and proportionately in case they relate to the Said Property, the Said Building and the Common Portions.

7.3 **Charge:** All amounts becoming due and payable by the Purchasers and the liability for the same shall be and shall remain a charge on the Said Flat And Appurtenances.

7.4 **Electricity Charges:** All charges for the electricity consumed in the Said Flat shall be borne and paid by the Purchasers.

7.5 **Metering and Cabling:** The Purchasers shall be permitted 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 either the Developer, Owners or to the other occupants of the Said Building. The main electric meter shall be installed only at the common meter room in the ground floor of the Said Building. The Purchasers 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 Building.

6th Schedule
(Part-I)
(Said Flat)

Residential Flat No. ____ on _____ floor, Tower _____ having super built-up area of approximately _____ (_____) square feet, more or less, delineated on the **Plan**

annexed hereto and bordered in colour **Red** thereon comprised in the Said Building, i.e. "**Kabyo Neer**" on the Said Property, morefully defined the 1st Schedule above.

Part II

(Said Parking Space)

Car Parking for Medium Sized Car – Right to Park

Sl. No.	Quantity in No.	Covered/Open
1	1	

1. The Parking Space shall be allotted to the Purchasers after completion of construction of the Said Building.
2. If covered, the Parking Space may be in the ground floor/ground level under shed of Said Building and if Open, at any place in the ground level open of the Said Property under open to sky.
3. If for two wheeler, the Parking Space may be at any place in the ground level reserved for the parking of two wheelers only
4. The Parking Space can only be used for parking of a medium sized motor car or two wheeler of the Purchaser and not for any other purpose.

Part III

(Said Flat And Appurtenances)

[Subject Matter of Sale]

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

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Flat.

The right to park in the Said Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **6th Schedule** above, if any.

User Rights in Specified Facilities: Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities as may be provided [for illustration purpose only, such as swimming pool, Double height community hall, Gymnasium, Indoor play room, kids play area, Adda zone, arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/Panchayat/PWD, domestic and fire water reservoirs, deep or shallow tube well etc. (collectively **Specified Facilities**)].

The Undivided Interest In Common Portions, being undivided, impartible, proportionate and variable interest in the Common Portions described in the **3rd Schedule** below, as be attributable and appurtenant to the Said Flat.

14. Execution and Delivery:

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

[_____] **[Being Constituted Attorney of]**
**(Bijoy Ghosh Swapan Kumar Ghosh Subrata Majumder Babulal Paul Sumon Majumder
Niranjan Paul Chanchal Paul Dolly Paul Bhaja Ranjan Paul Tanmoy Ghosh Dilip Kumar
Dutta Niva Dutta)**
[Owners]

[_____] **[Realmark Kabyo Neer LLP]**
[Developer]

_____ [_____] _____
[Purchasers]

Witnesses:

Signature_____

Signature_____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Drafted by

Receipt And Memo

Received from the within named **Purchasers** the within mentioned Consideration towards full and final payment of **the Said Flat And Appurtenances**, described in **Part-III** of the **6th Schedule above** in the following manner:

MODE	NUMBER	DATED	BANK NAME	AMOUNT (Rs.)

Rs. _____/- (Rupees _____)

 [_____]

[Being Constituted Attorney of]
(Bijoy Ghosh Swapan Kumar Ghosh Subrata Majumder Babulal Paul Sumon Majumder
Niranjan Paul Chanchal Paul Dolly Paul Bhaja Ranjan Paul Tanmoy Ghosh Dilip Kumar
Dutta Niva Dutta)
[Owners]

 [_____]

[Realmark Kabyo Neer LLP]
[Developer]

Witnesses:

Signature _____
 Name _____
 Father's Name _____
 Address _____

Signature _____
 Name _____
 Father's Name _____
 Address _____
