

CONVEYANCE DEED

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

3.1(i) **SRI SACHINDRA NATH DAS, PAN - ADSPD2430Q, (ii) SRI ROHITASWA DAS, PAN - AIOPD0379F, (iii) SRI SUBHAS MONDAL ALIAS SUBHAS CHANDRA DAS, PAN - ANPPM9676A**, Son of Annada Prasad Das, by faith - Hindu, by occupation - Retired & Business, all Residing at - G-2/ 1 Acharya Prafulla Nagar, P.O. & P.S. - Sonarpur, Kolkata - 700150, hereinafter collectively called as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The Vendor/Land Owner (s) represented by their Constituted Attorney
1) Sri Arindam Chowdhury (PAN No. AHHPC3223B), son of Snatak

Ranjan Chowdhury, residing at Village- Hasanpur, P.O.- Champahati, P.S. –Sonarpur, District – South 24 Parganas, Pin – 743330, 2) Sri Suman Dasgupta (AHJPD7715K), son of Himangshu Dasgupta, residing at Village & P.O.- Champahati, P.S. –Baruipur, District – South 24 Parganas, Pin – 743330, the partners of A. S. Construction (PAN No. ABEFA8697G), a partnership firm, having its principal place of business at Khiristala, P.O. & P.S. – Sonarpur, District – South 24 Parganas by virtue of a registered General Power of Attorney dated 11th day of June, 2019 which was duly registered in A.D.S.R., Sonarpur, South 24 Parganas and entered in Book No. I, Volume No.1608-2019, Page from 69361 to 69385, being No.160803063 for the year 2019.

And

3.2 A.S. Construction (PAN No. ABEFA8697G), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Khiristala, P.O. & P.S. – Sonarpur, District – South 24 Parganas represented by its authorized partners 1) Sri Arindam Chowdhury (PAN No. AHHPC3223B), son of Snatak Ranjan Chowdhury, residing at Village- Hasanpur, P.O.- Champahati, P.S. –Sonarpur, District – South 24 Parganas, Pin – 743330, 2) Sri Suman Dasgupta (AHJPD7715K), son of Himangshu Dasgupta, residing at Village & P.O.- Champahati, P.S. –Baruipur, District – South 24 Parganas, Pin – 743330 (Developer/Promoter, which expression shall include its successors and assigns and/or assigns)

And

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1) **ALL THAT** one residential Flat being Flat No. (.....Side) on the Floor, marble flooring of the G+IV storied type constructed portion having carpet area of square feet, more or less or measuring about (.....) Sq. Ft. of Super-Built Up Area more or less consisting with (.....) Bedrooms, ... (.....) Dinning cum Drawing room cum Kitchen, ... (.....) toilet, (.....) W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at Rajpur Sonarpur Municipality having Holding No. 172 at Ramratan Ghosh Road in Ward No. 11, P.O. & P.S. Sonarpur, Kolkata-700150, District-South 24 Parganas TOGETHER WITH undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc. The Said Project is a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (Act), the West Bengal Housing Industry Regulation Rules, 2018 (Rules) and the West Bengal Housing Industry Regulation Act, 2017 (Regulations) with the West Bengal Housing Industry Regulatory Authority (Authority) at Kolkata on under registration No. and the Real Estate Project is constructed on ALL THAT one piece and parcel of land measuring 8 Cottahs same a little more or less comprised in R.S. & L.R. Dag No. 1084 under L.R Khatian No. 5368, 5369, 5370 in Mouza - Gorkhara, J.L No. 22, Police Station - Sonarpur, Ward No. 11, within the limit of Rajpur-Sonarpur Municipality, having Holding No. 172, Premises No.-172, Gorkhara, Kolkata - 700150, District Sub-Registrar and Additional District Sub-Registrar at Alipore, District - South 24

Parganas, as shown in RED colour boundary line on the Plan annexed and marked as Annexure.

- 4.2) **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in Schedule C below (Common Areas).
- 4.3) **Land Share:** Undivided and impartible share in the land underneath the Said Project (Land Share).

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

5. **Background**

1. *One Sri Annada Prasad Das purchased 13 Decimals land out of 304 Decimals Baslu land in R.S. & L.R. Das, No. 1084, under L.R. Khatian No. 5368, 5369 5370, at Mouza - Gorkhara, J L No. 22, within the limits of Rajpur - Sonarpur Municipality, on 30.09.1959 from the then owner Sonarpur Milita Udbavu Sarnabay Krishi Sarmity Ltd by a Registered Deed of Sale, which was registered at Baruipur Sub Registry Office, being Deed No. 8603, for the year 1959 and mutated his name in Rajpur - Sonarpur Municipality in Ward No 11, Holding No. 172 and while in peaceful possession said Sri Annada Prasad Das gifted 8 Cottahs land in favour of Sri Sachindra Nath Das, Sri Rohitaswa Das, Sri Subhas Chandra Das on 5.9.2008 by two Deed of Gift, which were registered at Sonarpur Sub Registry Office, the first one recorded in Book No. I, Volume No. 25, Pages 4353 to 4364, being Deed No. 9190 and another one recorded in Book No. I, Volume No. 25, Pages 4365 to 4376, being Deed No. 9192, for the year 2008.*
2. *By the way of said two Deed of Gift Sri Sachindra Nath Das, Sri Rohitaswa Das, Sri Subhas Chandra Das, the Owners herein became the absolute owners of the said land and duly mutated their names in L R. Settlement Record and have been peacefully possessing the same by paying rent and taxes to the proper authorities.*

3. The Owners intend to develop the **said property**, hereinafter defined as Project Property by constructing multistoried building thereon containing self contained flats/apartments but have no expertise or experience for the same.
4. **The Developer carries on business as developer of landed property by constructing multistoried building thereon who has approached the Owners and offered to develop the **said property** ;**
5. Relying on the representation of the Developer regarding their experience and expertise in the field of construction of multistoried building the Owners have agreed to appoint them as Developer of the project property and had already executed a Registered Development Agreement on 05.07.2017 registered at Sonarpur Registry Office, being Deed No. 3158, for the year 2017 and the owners herein also executed a Development Power of Attorney, which was registered on 5.7.2017 at Sonarpur Registry Office, being Deed No. 3184, for the year 2017 and the Owners herein have executed a Deed of Declaration which was registered on 01.10.2018 at Sonarpur Sub Registry Office, being Deed No. 78, for the year 2018.
6. Development Agreement: That the present Owners namely Sri Sachindra Nath Das, Sri Rohitaswa Das, Sri Subhas Chandra Das, further executed another in continuation of the afore said development agreement and Power the present Registered Development Agreement on 15/07/2019 registered at Sonarpur Registry Office, being Deed No. 16803061, for the year 2019 which is registered and recorded in the office of ADSR Sonarpur in Book No. I, Volume No. 1608-2019, Pages from 69310 to 69360 and the owners herein also executed a Development Power of Attorney, which was registered on 11/06/2019 at Sonarpur Registry Office, by being Deed No. 160803063, for the year 2019 which is registered and recorded in the office of ADSR Sonarpur in Book No. I, Volume No. 1608-2019, Pages from 69361 to 69385 was desirous to develop the said premises by constructing a G+IV storied residential Flat thereon through a Developer, A.S. Construction (PAN No. ABEFA8697G), a partnership firm registered under the Indian Partnership Act, 1932, having its

principal place of business at Khiristala, P.O. & P.S. – Sonarpur, District – South 24 Parganas represented by its authorized partners 1) Sri Arindam Chowdhury (PAN No. AHHP3223B), son of Snatak Ranjan Chowdhury, residing at Village- Hasanpur, P.O.- Champahati, P.S. –Sonarpur, District – South 24 Parganas, Pin – 743330, 2) Sri Suman Dasgupta (AHJPD7715K), son of Himangshu Dasgupta, residing at Village & P.O.- Champahati, P.S. –Baruipur, District – South 24 Parganas, Pin – 743330 in accordance with the Flat plan to be sanctioned by The Rajpur Sonarpur Municipality and the said owner has decided to construct a Flat containing several independent flats on the said premises due to paucity of fund and lack of infrastructure, the said owner approached the Developer to construct such Flat after demolishing the existing structure standing thereon and all material collect by the Developer thereon on the said land at the costs and expenses of the Developer or out of the funds to be produced by the Developer from the intending buyer and agreed to develop ALL THAT one piece and parcel of land measuring 8 Cottahs same a little more or less comprised in R.S. & L.R. Dag No. 1084 under L.R Khatian No. 5368, 5369, 5370 in Mouza - Gorkhara, J.L No. 22, Police Station - Sonarpur, Ward No. 11, within the limit of Rajpur-Sonarpur Municipality, having Holding No. 172, A.D.S.R Sonarpur, in the District - South 24 Parganas on certain terms and conditions as per the Development Agreement.

7. After the Development Agreement and Development Power the said **DEVELOPER** herein began to constructed a straight G+IV storied Flat in accordance with the Flat Sanction Plan No. 301/CB/11/06 dated 26.02.2020 sanctioned from the Rajpur Sonarpur Municipality Ward No 11.

Real Estate Project: The Property is earmarked for the purpose of building a residential and/or residential cum commercial project *inter-alia* comprising of multi-storied building and car parking spaces and/or any other permissible developments in the Said Complex and the said project shall be known as “Annada Kunti Bhaban” ("Said Complex"). The development of

the Said Complex known as ‘Annada Kunti Bhaban’ and the said Project has been registered as a real estate project before the West Bengal Housing Industry Regulatory Authority at Kolkata under Registration No.

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

Intimation and Sanction of Plans: The Owner has duly intimated “The Executive Engineer (C.B)”, The Rajpur-Sonarpur Municipality about commencement of construction of the Project vide its letter dated 19th day of January, 2021. The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Project).

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

Announcement of Sale: The Developer formulated a scheme and announced sale of flats and car parking space to prospective purchasers (Transferees).

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

Agreement) to purchase the Said Flat And Appurtenances, on the terms and conditions contained therein.

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

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

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

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

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

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

(iii) **Limited Areas And Facilities:** The Buyer agrees that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to Flats in the

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

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

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

(vi) **Maximum FAR:** The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Kolkata Municipal Corporation and all other concerned authorities For the purpose of the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Building without however, adversely affecting the Said Flats agreed to be sold hereunder, and to carry out construction work accordingly. The Buyer hereby irrevocably agrees and give his/her/their/its express consent to the Promoter/Developer

for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Flat and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyer shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Flat or any other part of the Said Building being affected by such construction. The Buyer hereby agrees to give all facilities and co-operation as the Promoter/Developer may require from time to time, both prior to and after taking possession of the Said Flat, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit that may be constructed by the Promoter/Developer as aforesaid.

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

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

6. **Transfer**

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

Said Flat: The Said Flat, being Flat No.. _____ , having carpet area of _____ square feet, more or less, with attached balcony measuring _____ square feet, more or less and the Said Flat with attached balcony collectively having built-up area of _____ Square Feet, more or less, along with exclusive right to use 1 (one) car parking area measuring _____ square feet which is part of the Project Property described in **Schedule B** below. The layout of the Said Flat is delineated in **RED** colour on the **Plan** annexed hereto.

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

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

7. **Consideration and Payment**

Consideration: The aforesaid conveyance of the Said Flat and

Appurtenances is being made by the Owner and the Promoter/Developer in consideration of a sum of Rs. _____ /- (Rupees _____), paid by the Buyer to the Owner (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

8. **Terms of Transfer**

Title, Sanctioned Plans and Construction: The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owner and the Promoter/Developer in respect of the Project Property, the Said Block and the Said Flat And Appurtenances;
- (b) The sanctioned plans sanctioned by the Kolkata Municipal Corporation;
- (c) The construction and completion of the Said Block, the Common Areas, the Said Flat and including the quality, specifications, materials, workmanship and structural stability thereof.

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

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

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

Absolute: absolute, irreversible and in perpetuity.

Free from Encumbrances: free from all encumbrances of any and

every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debuffers*, reversionary rights, residuary rights, claims and statutory prohibitions.

Benefit of Common Portions: subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-owners of the Said Building, including the Owner and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Flat in the Said Building).

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

Payment of Rates & Taxes: the Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Flat And Appurtenances.

Payment of Maintenance Charge: the Buyer regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).

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

Indemnification by Buyer: indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owner and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer.

9. **Possession**

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

10. **Outgoings**

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

11. **Holding Possession**

Buyer Entitled: The Owner and the Promoter/Developer hereby covenant that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owner and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owner and the Promoter/Developer.

12. **Further Acts**

Owner and Promoter/Developer to do: The Owner and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every

request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Bungalow and Appurtenances.

Promoter/Developer to do: The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors- in- interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Flat and Appurtenances.

13. **Defect Liability:**

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

It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Buyer is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any

defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

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

Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Flat and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be

necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Flat and in the workmanship executed.

14. **General**

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

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

15. **Interpretation**

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

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

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

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

SCHEDULE 'A'

(Land)

ALL THAT one piece and parcel of land measuring 08 (Eight)

Cottahs 0 (Zero) Chittaks 0 (Zero) Sq.ft. more or less, lying and situate at Mouja - Gorkhara, J.L. No.22, appertaining to R.S. & L.R. Dag No.1084, comprised in L.R. Khatian No. 5368, 5369, 5370, presently within the limits of the Rajpur Sonapur Municipality, Ward No. 11, being Municipal Premises No. (Holding) 172, Post & P.S. Sonarpur, Kolkata- 700150, District Sub-Registrar Sonarpur and Additional District Sub-Registrar at Alipore, District - South 24 Parganas, the land is butted and bounded as follows:

NORTH: Part of the land of L.R. Dag No.1084

SOUTH: 60 Feet wide Narayanpur Main Road

EAST : Part of the land of L.R. Dag No.1084

WEST: Part of the land of L.R. Dag No.1084

SCHEDULE 'B'

(Said Flat and Appurtenances)

(a) ALL THAT one residential Flat being Flat No. (..... Side) on theFloor, marble flooring of the G+IV storied type constructed portion having carpet area of square feet, more or less or measuring about(.....) Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dinning cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and exclusive right to use of one Veranda with all fittings and fixtures together with one covered car parking space within the limits of the Rajpur Sonapur Municipality, Ward No. 11, being Municipal Premises No. (Holding) 172, Post & P.S. Sonarpur, Kolkata- 700150, District Sub-Registrar Sonarpur and Additional District Sub-Registrar at Alipore, District - South 24 Parganas TOGETHER WITH undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc.

(a) **The Share In Common Areas**, being the undivided, impartible, proportionate and variable share and/or interest in

the Common Areas of the Real Estate Project described in Schedule E below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement; and

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

(SPECIFICATION OF CONSTRUCTION)

Structure & Walls :

R.C.C. framed super structure with isolated column footing foundation or as per the design requirement using standard quality steel, sand, and cement of I.S.I. standard, stone-chips, mortar-casting in accordance with specified building rules 10", 8" or 5" outer walls as per requirement of the elevation and all 3" brick work will be with the wire reinforcement in every 3rd layer.

Plaster :

All walls shall be plastered with 1:6 cement mortar ceiling with 1:4 cement

Flooring:

Marble Flooring in Dig/Din in all bed rooms, skirting up to 0.1 mt height. In toilet anti-skid tiles and glazed tile dado 6' feet height.

Kitchen :

Cooking platform granite stone with stainless sink 3 feet above from kitchen counter top level white wall glazed tiles over

kitchen counter all along.

Doors :

All doors opening will be made as per sanction plan and frame of any wood, section will be 4”X2.5” for main door 4”X2.5” for other doors. All shutters will be made good quality weather proof commercial ply flush door pressed of 35/32 mm thickness with enamel point.

i) Main Door will be flush door with teak ply pasting and will be polished.

Windows :

Still glazed/Aluminum channel sliding window with grill designed by building with galvanized iron handle and stay.

Wall Finishing :

- i) Internal walls plaster of paris in Bed rooms and Drawing cum dining room, kitchen and toilet plaster of parts.
- ii) External walls of the entire building shall be painted with weather coat.

Electrical :

Concealed wiring (copper wire) with circuit breakers/MCBS.

Bed Rooms :

3 light points, 1 fan point, one 5 amp, plug point one A.C. point.

Drawing cum Dining Room :

Three light, one fan points, two 5 amp, plug point, one calling bell point and one 15 amp plug point.

Kitchen :

One light point, one chimney point, one 15 amp, plug point one.

Toilet :

Two light points, one exhaust fan point.

W.C. :

One light point.

Balcony :

One light point.

Sanitary & Plumbing :

All outer soil lines shall be provided with Supreme quality PVC pipes, outer water lines be provided with PVC pipes, inside pipelines shall be concealed, well planned and equipped with S.W. outer lines to be provided and installation for underground water to be carried from the underground water reservoir to the overhead reservoir through a pump as per the specifications of the Architect.

Toilet :

One Commode, one PVC cistern, two bib-cock one shower and one wash basin in dining.

Kitchen :

One stainless still sink in kitchen.

W.C. :

One commode with PVC cistern, one bib cock, one direct line of supply of water.

Water Supply :

Overhead reservoir will be provided at top as per design, suitable electric pump will be installed for round the clock water supply. In connection with the quality and quantity of water supply the Developer shall not be responsible.

Roof :

Over the R.C.C. roof only net cement finish.

0.9 mt height parapet wall plastered and painted on both sides shall provided all around net cement finish.

Lift -

SCHEDULE 'D'

(Whole Project Included Amenities)

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

Sr. No.	Whole Project Included Amenities
1	Driveways, fire tender paths, walkways
2	Central drainage & sewage pipeline and central water supply pipeline

3	All other common areas, facilities and amenities for common use and enjoyment of Said
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SCHEDULE 'E'

(Covenants)

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

0. **Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into the Said Agreement, the scheme of development described in the Said Agreement and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
1. **Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas (described in

Schedule C above) and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Complex and/or the Larger Property and/or the Whole Project save and except the Said Flat and Appurtenances.

2. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Municipal Tax, surcharge, levies, cess etc. (collectively **“Rates & Taxes”**)(proportionately for the Said Complex and wholly for the Said Bungalow And Appurtenances and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the/Developer/the Association (upon formation) /the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Promoter/Developer /the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
3. **Buyer to Pay Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer /the Association (upon formation)/the Apex Body (upon

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

4. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer /Developer /the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

5. **Promoter's/Developer's Charge/Lien:** The Promoter/ Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Promoter/Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
6. **No Rights of or Obstruction by Buyer:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
7. **Variable Share In Common Portions:** The Buyer fully comprehends and accepts that **(1)** the Share In Common Areas is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building/Real Estate Project **(2)** if the area of the Said Building/ Real Estate Project is recomputed by the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein **(3)** the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Share In Common Areas and **(4)** the Share In Common Areas

are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.

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

Body: The Buyer admits and accepts that the Buyer and other intending allottees/buyers/owners of bungalows/apartments /other developments comprised in the Said Building shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all bungalow/building/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“Apex Body”). The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Bungalow. The Buyer further admits and accepts that the

Buyer shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

10.Obligations of Buyer: The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Building by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Real Estate Project, the Whole Project and the Said Residential Project.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter/Developer or to the other Flat owners. The main electric meter shall be installed only at the common meter space

in the Said Building. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Project Property, and outside walls of the Said Block save in the manner indicated by the Promoter/Developer/the Association (upon formation).

- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer uses or allows the Said Flat to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the **(1)** elevation and exterior colour scheme of the Said Building and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said Building. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Promoter/Developer /the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** The Buyer shall not install any dish- antenna on the balcony and/or windows of the Said Building/Said Flat and/or on any external part of the Said Building and/or the roof thereof. The Buyer

shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Flat/Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the outdoor unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Bungalow. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Building, which is beneficial to all. Furthermore and save and except as permitted by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any

civil construction in the Said Building And Appurtenances or the Common Areas or the Said Building. Further, the Buyer shall not make any additional construction to cover the balcony of the Said Building.

- (h) **No Sub-Division:** not sub-divide the Said Building and Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Building from that mentioned in this Conveyance.
- (j) **No Nuisance and Disturbance:** not use the Said Building or the Common Areas, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project/Said Block and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (l) **No Obstruction to Promoter/Developer/Association/ Apex Body:** not obstruct the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the

Promoter/Developer in constructing on other portions of the Said Block and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Whole Project/Project Property (excepting the Said Bungalow).

- (m) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Building.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter /Developer/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Building or the Common Areas.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Building.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Building save at the place or places provided therefore provided that this shall not prevent the

Buyer from displaying a standardized name plate outside the main door of the Building.

- (s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Building.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Building.
- (w) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Building.

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

No Objection to Construction: Notwithstanding anything contained in this Conveyance, the Buyer has accepted the

scheme of the Promoter/Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/proposed adjoining land and hence the Buyer has no objection to the continuance of construction in the other portions of the Larger Property/ the proposed adjoining land/the Said Residential Project, even after the date of possession notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.

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

Hoardings: The Promoter/Developer shall be entitled to put hoarding/boards of its Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the facade, terrace, compound wall or other part of the buildings as may be developed from

time to time. The Promoter/Developer shall also be entitled to place, select, and decide hoarding/board sites.

SCHEDULE 'F'

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Buyer.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any bungalows) walls of the Said Block] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the

Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and 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, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

16. Execution and Delivery

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

Authorized Signatory
[Owners]

Authorized Signatory
[Promoter/Developer]

Authorized Signatory
[Buyer]

Drafted by:

Advocate,
High Court, Calcutta

Witnesses:

Signature _____

Name _____

Father's Name _____

Address _____

Signature _____

Name _____

Father's Name _____

Address _____

Receipt of Consideration

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

Authorized Signatory
[Promoter/Developer]

Witnesses:

Signature _____

Signature _____

Name_____

Name_____