

15/11/0
10/11/0

Conveyance

Date:

Place: Kolkata

**3
Parties:**

- 3.1 **SRI ARINDAM SAHA, [PAN ALHPS 3218C]** son of Late Parswanath Saha, by Occupation- Business, by faith Hindu, by Nationality Indian
- 3.2. **SRI PRABIR SAHA, [PAN ATOPS6278D]** son of Late Paritosh Saha, by Occupation- Business, by faith Hindu by Nationality Indian
- 3.3 **SMT. SHIBANI SAHA,[PAN AKQPS6722H]**wife of Late Pankaj Narayan Saha alias Pankaj Saha, by Occupation- house wife,by faith Hindu
- 3.4 **SMT. BONHISHIKHA MODAK (nee saha), [PAN EKVPS9590E]**wife of **Joy Modak and** daughter of Late Pankaj Narayan Saha alias Pankaj Saha, by Occupation- house wife, by faith Hindu by Nationality Indian
- 3.5 **SRI PALASH SAHA, [PAN BTUPS 7898L]** son of Late Pankaj Narayan Saha alias Pankaj Saha, by Occupation- Business, by faith Hindu and all residing at 150C, Dr. Suresh Chandra Banerjee Road, P.O & P.S. Beliaghata , Kolkata -700010 represented by their constituted Attorney **AJMIR TOWER PRIVATE LIMITED, [PAN AAICA6902G]** represented by **SRI RAJU NASKAR**, son of Sri Gobinda Naskar by Occupation- Business, by faith Hindu **by Nationality Indian and** is the **Director** of a Company registered under the Companies Act, 1956 having its registered office at the premises No. 150/9, Dr. Suresh Chandra Banerjee Road, Kolkata – 700010 Book No I, Volume No 1606-2016, pages no 12253 to 12285, Being No 160600423 for the year 2016 which are registered with A.D.S.R. Sealdah, 24 parganas (South) hereinafter jointly and collectively called and referred to as the **“OWNERS”**

Owners include their heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART.**

And

3.6 **AJMIR TOWER PRIVATE LIMITED, [PAN AAICA6902G]** a company governed under the Companies Act, 1956 having its registered office at the premises No. B/153/1/H/1, (B.M.Road) Dr. Suresh Chandra Banerjee Road, Kolkata - 700010 represented by its Director **SRI RAJU NASKAR, (PAN : ADSPN9015D)** son of Sri Gobinda Naskar residing at 150, Raja Rajendra Lal Mitra Road, P.O. & P.S. Beliaghta , Kolkata-700010.

(Promoter/Developer, includes successors-in-interest and assign/s)

3.7

(Buyer/Allottee, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owners, Promoter/Developer and Allottee/Buyer are hereinafter individually referred to as such or as Party and collectively as Parties.

NOW THIS TRANSFER WITNESSES AS FOLLOWS:

4. **Subject Matter of Conveyance**

- 4.1 Said Apartment: **ALL THAT** the one self contained residential Flat No. " ", Floor,BHK, measuring ft. (more or less) Super Built up Area, Southern side, and one car parking space marked as "C.P", Ground floor, measuring sq.ft (more or less) Super Built up Area with common lift facility in the New Building, constructed on land measuring **ALL THAT** piece or parcel of land measuring **8 cottahs 13 chattaks 29 sq. ft.** be the same a little more or less along with total permanent structure measuring 3000sq.ft be the same a little more or less comprised in Division No. 3 Sub-Division 15, Holding No. 15,16 and 18 under Police Station:- Beliaghata being municipal premises No. 150C, Dr. Suresh Chandra Banerjee Road, formerly known as 150B, Beliaghata Main Road, within the Municipal limits of Kolkata Municipal Corporation, Ward No 34, Assessee No- 110340903468, Additional Sub- Registry office Sealdah, District Registry office: Alipore 24 Parganas, as shown in Red colour boundary line on the Plan annexed

and marked as Annexure "1" hereto and more particularly described in Schedule A below (Project Property).

- 4.2 Land Share: Undivided, impartible, proportionate and variable share in the Project Property as be attributable and appurtenant to the Said Apartment (Land Share). The Land Share has been derived by taking into consideration the proportion which the carpet area of the Said Apartment bears to the total built up area of the Said Block.
- 4.3 Said Parking Space: The right to park in the parking space/s described in Schedule B below (Said Parking Space), if any.
- 4.4 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) save and except the private lounge/balcony if any, situated on or above () floor available for the use of the allottees only.
- 4.5 Said Apartment And Appurtenances: The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Land Share, Said Parking Space (if any), the Share In Common Areas, respectively which are collectively described in Schedule B below (collectively Said Apartment And Appurtenances).

5. Background

5.1. **Absolute Owner:-** One Hosina Bai, wife of Abedali resident of 36, Chatawalla Lane, Calcutta became the absolute owner by virtue of inheritance from her father (since deceased)in respect of premises No. 150C, Beliaghata Main Road, Post Office :- Beliaghata, Police Station:-Beliaghata, Kolkata-700010, land measuring 29 cottahs(more or less) along with one pucca building standing thereon along with other properties and has been in possession and enjoying peacefully and acquire every rights, title and interest thereon, and has been paying rates and taxes accordingly.

5.2. **Sale by Hosina Bai:-** The said Hosina Bai sold, conveyed and transferred the sa id landed property measuring **8 cottahs 13 chittacks 29 square feet (more or less)** hereinafter referred to as the said property as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from all encumbrances in favour of **Samarendra Kumar Ghosh** son of Birendra Kumar Ghosh resident of 21, Barwaritolla Road, Police Station:- Beliaghata , Kolkata-700010 on 15th September 1970 against consideration and the said "Deed of Sale" registered in the office of the Sub-Registrar of Sealdah, 24 Parganas (South) recorded and entered in Book No. I, Volume No. 34, pages 181 to 185, Being No. 1473 for the year 1970.

5.3. Sale by Samarendra Kumar Ghosh:- The said **Samarendra Kumar Ghosh** sold, conveyed and transferred the said landed property measuring **8 cottahs 13 chittacks 29 square feet (more or less)** hereinafter referred to as the said property as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from all encumbrances in favour of **Paritosh Saha, Pankaj Narayan Saha, and Arindam Saha**, all are resident at 150C, Beliaghata Main Road, Post Office :- Beliaghata, Police Station:- Beliaghata, Kolkata-700010 against consideration and the said "Deed of Sale" dated 24th April 1985 registered in the office of the Sub-Registrar of Sealdah, 24 parganas (South) recorded and entered in Book No. I, Volume No. 8, pages 365 to 378, Being No. 341 for the year.

5.4. Mutation and Separation:- After the said purchase **Paritosh Saha, Pankaj Narayan Saha, and Arindam Saha** mutated and separate the said land **8 cottahs 13 chittacks 29 square feet (more or less)** from the total land presently being premises No 150/C, Beliaghata Main Road, Post Office:- Beliaghata, Police Station:- Beliaghata, Kolkata-700010 Assesse No 110340903468, formerly known as 150/B, Beliaghata Main Road, Post Office :- Beliaghata, Police Station:- Beliaghata, Kolkata-700010, vide letter of approval dated 13.08.1987 from the then Calcutta Municipal Corporation and has been paying rates and taxes regularly more fully described in the First Schedule hereunder.

5.5. Demise of Paritosh Saha:- The said Paritosh Saha died intestate on 30.04.2002 leaving behind his wife Arati Saha, and one son Prabir Saha and one married daughter Paramita Sen (nee Saha) who became the joint owners in respect of total 1/3 share having 1/9 share each accordingly as legal heirs and successors. Be it mentioned that the said Arati Saha and said Paramita Sen (nee Saha) gifted 1/9 share each being in total 2/9 share in favour of her son Prabir Saha, and in favour of her brother Prabir Saha which is registered in the office of the Sub-Registrar of Sealdah, 24 parganas (South) recorded and entered in Book No. I, Volume No 1606 - 2016 pages 10256 to 10279, Being No.160600303 for the year 2016. Henceforth the said Prabir Saha became the owner of **1/3** share jointly with other shareholders in respect of the property.

5.6. Demise of Pankaj Narayan Saha: - The said Pankaj Narayan Saha died intestate on 22.12.2007 leaving behind his wife Shibani Saha and one son Palash Saha and one married daughter Bonhishika Modak who became the joint owners in respect of total 1/3 share having 1/9 share each accordingly as legal heirs and successors. The Owners herein seized and possessed of and/or otherwise sufficiently entitled to the schedule land and have been peacefully enjoying without any interference and interruption from any corner. The said property is mentioned in the Schedule "A" hereunder written.

5.7. MUTATION:- The owner herein duly mutated their names before the Kolkata Municipal Corporation as owner in respect of premises No 150/C, Beliaghata Main Road, Assesse No 110340903468, formerly known as 150/B, Beliaghata Main Road, Post Office :- Beliaghata, Police Station:- Beliaghata, Kolkata-700010 and have been paying taxes regularly without delay and default.

5.8. Execution of Development Agreement and Power:- the owners herein executed Development Agreement and Development Power with the Developer herein to develop multi-storeyed building on the said plot of land by demolishing the existing structure standing thereon entered in Book No I, Volume No 1606-2016, pages no 12135 to 12190, Being No 160600373 for the year 2016 and Book No I, Volume No 1606-2016, pages no 12253 to 12285, Being No 160600423 for the year 2016 which are registered with A.D.S.R. Sealdah, 24 parganas (South).

5.9. Construction of Building :- the said Developer obtained sanction the Building plan **2017030029** dated **13.07.2017** from The Kolkata Municipal Corporation by payment of necessary fees and charges and on the basis of the said building plan, the said Developer has started constructing new building on the schedule land mentioned herein below.

5.10. Allocation Letter: Pursuant to the Development Agreement and the Sanctioned Plan, an Allocation Letter, _____, had been issued by the Developer to the Owner (Allocation Agreement). Pursuant to such Allocation Letter, the Owner/s or have been handed over with the possession of the Owner's allocation and thus the Owners became entitled to sell the Owners' allocation.

5.11. Real Estate Project; The Project Property is earmarked for the purpose of building a residential project comprising multi-storeyed i.e G+III Storied building and car parking spaces, being constructed on the Project Property and registered as a 'real estate project' (Real Estate Project/Project) with the Authority, under the provisions of the Act, the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued thereunder from time to time.

5.12. Intimation to KMC and Sanction of Plans: The Owners and/or the Promoter/Developer duly intimated the KMC about commencement of construction of the Project vide its letter dated _____. The Owners and/or the Promoter/Developer have obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block from the competent authority).

5.13. 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. _____

5.14. Application and Allotment to Allottee/Buyer; The Allottee/Buyer, upon full satisfaction of the Owners' entitlement and the Promoter/Developer's authority to transfer, applied for transfer of the Said Apartment And Appurtenances and the same had been allotted to the Allottee/Buyer by an allotment letter dated _____, pursuant to which an agreement dated _____ was registered in the office of _____, recorded in Book No. _____s, Volume No. _____, at pages _ to being Deed No.

_____, for the year ____ (Said Agreement) for sale of the Said Apartment And Appurtenances, on the terms and conditions contained therein.

5.15. Sale to Allottee/Buyer; In furtherance of the above, the Owners and the Promoter/Developer are completing the Sale of the Said Apartment And Appurtenances in favour of the Allottee/Buyer, by these presents, on the terms and conditions contained herein.

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

5.16.1 Understanding of Scheme by Allottee/Buyer: The undertaking and covenant of the Allottee/Buyer has understood and accepted the under mentioned scheme of construction as disclosed by the Promoter/Developer is subject to the plan of development on the Project Property subject to addition of further land to the Project Property, appurtenant to the Project Property which may be owned/developed by the Owners and/or the Promoter/Developer subject to compliance of the conditions laid down by the Act, Rules and the Regulations, as made applicable from time to time by the Authority. In this regard it is clarified that the further land comprised of certain parcels of land, which may be acquired/purchased/collaborated through transfer deed/ development agreement by the Owner/s and/or the Promoter/Developer jointly, at a later date, and in such event, shall form part of the Whole Project including but not limited to the Said Block being developed by the Promoter/Developer. The conceptual layout of the development on the Whole Project could be finally developed by the Promoter/Developer at its sole discretion as may be possible under the relevant/applicable laws.

5.16.2 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.

5.16.3 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 KMC and all other concerned authorities, and construct additional built-up area (i) by way of additional apartments and/or additional floors on the Said Block; and/or (ii) additional buildings on any part of the additional land, if added to the Project Property. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block without however, adversely affecting the Said Apartment being sold hereunder, and to carry out construction work accordingly. The Buyer hereby

irrevocably agrees and gives his/her/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block for the aforesaid purpose and to put up construction accordingly. 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 Apartment or any other part of the Said Block 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 after taking possession of the Said Apartment, 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 the additional apartments that may be constructed by the Promoter/Developer as aforesaid.

5.16.4 Satisfaction of Allottee/Buyer : The undertaking of the Allottee/Buyer to the Owners and the Promoter/Developer that the Allottee/Buyer is acquainted with, fully aware of and is thoroughly satisfied about the entitlement of the Owners, right of the Promoter/Developer in the Project Property, the sanctioned plan, all background papers, the right of the Owners and the Promoter/Developer to grant this Sale vide this Conveyance, the scheme of construction described above and the extent of the rights being granted in favour of the Allottee/Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Allottee/Buyer hereby accepts the same and shall not raise any objection with regard thereto.

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

6. **Transfer**

6.1 Hereby Made: The Owners and the Promoter/Developer hereby sale, transfer and convey to and unto the Allottee/Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever,

the Said Apartment And Appurtenances, described in Schedule B below, being:

- 6.2 Said Apartment: Residential Apartment No. _____ on the floor, having carpet area of _____ square feet, more or less, (bare shell basis) more particularly described in Schedule B below and the layout of the apartment is delineated in _____ colour on the Plan annexed hereto and marked as Annexure "1", in the Building named _____ being the Real Estate Project.
- 6.2.1 Land Share: Undivided, impartible, proportionate and variable share in the Project Property as be attributable and appurtenant to the Said Apartment.
- 6.2.2 Said Parking Space: The right to park in the parking space/s described in Schedule B below, if any.
- 6.2.3 Share In Common Areas; 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 save and except the private lounge/balcony situated on or above () floor available for the use of the allottees only.

7. **Consideration and Payment**

7.1 Consideration: The aforesaid sale of the Said Apartment And Appurtenances is being made by the Promoter/Developer in consideration of a sum of (Rupees _____), paid in full by the Allottee/Buyer being entitled to deal with the Said Apartment And Appurtenances, in terms of the Development Agreement, and the related Memo and Receipt of Consideration is given below, the receipt of which is hereby acknowledge by the respective Owner or Promoter/Developer.

8. **Terms of Transfer**

8.1 Title, Sanctioned Plans and Construction: The Allottee/Buyer has examined the following and the Allottee/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, entitlement, interest and authority of the Owners and the Promoter/Developer along with the title deeds and all other relevant documents in respect of the Project Property, the Said Block and the Said Apartment And Appurtenances;

- (b) The sanctioned plan, sanctioned by the KMC along with the layout of the floor and the Said Apartment and the properties appurtenant thereto;
- (c) The nature, extent and mode of user of the Said Apartment and the Properties appurtenant thereto along with the extent of right granted with the same;
- (d) The construction and completion of the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

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

8.3 Salient Terms: The transfer of the Said Apartment And Appurtenances being effected by this Transfer is:

8.3.1 Transfer: Transfer within the meaning of the Transfer of Property Act, 1882.

8.3.2 Absolute: absolute, irreversible and in perpetuity.

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

8.3.4 Benefit of Common Portions: subject to the terms and conditions of this Transfer, together with proportionate benefit of user and enjoyment of the Common Areas described in the Schedule C below, in common with the other co-buyers of the Said Block, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartment in the Said Block).

8.4 Subject to: The Sale of the Said Apartment And Appurtenances being effected by this Transfer is subject to:

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

8.4.2 Payment of Monthly Subscription, User Charge for common meter: the Allottee/Buyer regularly and punctually paying the monthly

subscription of the common meter and user charge for use of facilities at the said building , as determined by the Promoter/Developer.

8.4.3 Payment of Maintenance Charge: the Allottee/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 E below (collectively Common Expenses).

8.4.4. Observance of Covenants: the Allottee/Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Schedule D below.

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

9. **Possession**

- 9.1 Delivery of Possession; Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter/Developer to the Allottee/Buyer, which the Allottee/Buyer admits, acknowledges and accepts hereby.

10. **Outgoings**

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

11. **Holding Possession**

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

12. **Further Acts**

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

12.2 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 Allottee/Buyer and/or successors-in-interest of the Allottee/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 Allottee/Buyer to the Said Apartment And Appurtenances.

13. **Defect Liability:**

13.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of () years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. 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

within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. 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 Allottee and/or any other Allottee (s) 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 Allottee and/or any other Allottee/person in the Real Estate Project and/or the Project Property. The Allottee is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter/Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of Allottee shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard. However, normal wear and tear caused due to usage shall not be deemed to be a defect in workmanship of the Promoter/Developer. Further, the Promoter/Developer shall not be liable for any defect in the fittings and fixtures installed in the Apartment as per the specification.

13.2 The Promoter/Developer shall not be liable to rectify and defect occurring under the following circumstances:

13.2.1 If there are changes, modification or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee/Buyer taking over possession of the Apartment, the Promoter/Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee/Buyer, the Promoter/Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

13.2.2 If there are changes, modifications or alteration in doors, windows or other related items, then the Promoter/Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations.

13.2.4 If the Allottee/Buyer after taking actual physical possession of the Apartment, executes interior decoration work including any addition

and/or alteration in the layout of the internal walls of the Apartment by making changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequences of such alterations or changes will not be entertained by the Promoter/Developer;

13.2.5 Different materials have different coefficient of expansions and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter/Developer shall get it rectified at it own cost.

13.2.6 If the materials and fittings and fixtures provided by the Promoter/Developer are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.

13.2.7 Any electrical fittings and /or gadgets or appliances or other fittings and fixtures provided by the Promoter/Developer in the Common areas and / or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter/Developer and not amounting to poor workmanship or manufacture thereof.

13.2.8 If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything herein before contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter/Developer and without giving the Promoter/Developer the reasonable opportunity to inspect, assess and determined the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter/Developer shall be relieved of its obligations contained in clause 13 here in above.

14. **General**

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

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

15. Interpretation

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

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

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

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

SCHEDULE 'A' **(Project Property)**

ALL THAT piece or parcel of land measuring **8 cottahs 13 chattaks 29 sq. ft.** be the same a little more or less along with total permanent structure measuring 3000sq.ft be the same a little more or less comprised in Division No. 3 Sub-Division 15, Holding No. 15,16 and 18 under Police Station:- Beliaghata being municipal premises No. 150C, Dr. Suresh Chandra Banerjee Road, formerly known as 150B, Beliaghata Main Road, within the Municipal limits of Kolkata Municipal Corporation, Ward No 34, Assessee No-110340903468, Additional Sub- Registry office Sealdah, District Registry office: Alipore 24 Parganas which is butted and bounded in the manner following that is to say:-

ON THE NORTH	:	A portion of premises No. 150/B , Dr. Suresh Chandra Banerjee Road, Kolkata-10 and Gandhi Memorial Building.
ON THE SOUTH	:	By the Tank of Alope kumar Ghosh and others.
ON THE EAST	:	By the premises No.150A, Dr. Suresh Chandra Banerjee Road, Kolkata-10.
ON THE WEST	:	By 20 ft. wide asphaltic road and partly premises no. 150/B, Dr. Suresh Chandra Banerjee Road, Kolkata-10 and Gandhi Memorial Building.

SCHEDULE 'B'
(Said Apartment And Appurtenances)

(a) **ALL THAT** the one self contained residential Flat No. " _____ ", _____ Floor,BHK, measuringft. (more or less) Super Built up Area, Southern side, and one car parking space marked as "C.P"; Ground floor, measuring sq.ft (more or less) Super Built up Area with common lift facility in the New Building, constructed on land measuring **ALL THAT** piece or parcel of land measuring **8 cottahs 13 chattaks 29 sq. ft.** be the same a little more or less along with total permanent structure measuring 3000sq.ft be the same a little more or less comprised in Division No. 3 Sub-Division 15, Holding No. 15,16 and 18 under Police Station:- Beliaghata being municipal premises No. 150C, Dr. Suresh Chandra Banerjee Road, formerly known as 150B, Beliaghata Main Road, within the Municipal limits of Kolkata Municipal Corporation, Ward No 34, Assessee No- 110340903468, Additional Sub- Registry office Sealdah, District Registry office: Alipore 24 Parganas, as shown in Red colour boundary line on the Plan annexed and marked as Annexure "1" hereto and more particularly described in Schedule A below (Project Property)

The layout of the Said Apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2";

(b)The Said Parking Space, being the right to park medium sized car/or two wheeler/s in the covered space in the ground Floor of any building in the Said Block and medium sized car/s in the mechanical car parking space (comprised in the separately constructed building being Block/Building No. —)within the Said Block and medium sized car/s (_____) and/or _____ (_____wheeler/s in the _____) two open space at the ground level of the Said Block;

(c) 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 C below, as be attributable and appurtenant to the Said Apartment; and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block, as be attributable and appurtenant to the Said Apartment.

SCHEDULE 'C'
(Common Areas Of the Real Estate Project)
(Which Are Part Of the Real Estate Project)

- Entrance Lobby at the ground level
- Lift machine room(s) and lift well(s)
- Water supply pipeline in the (save those inside any Apartment)
- Lobbies on all floors and staircase(s)
- Water reservoirs/tanks
- Electricity meter(s) for common

- installations and space for their installation
 - Network of Cable "TV/DTH
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other
- Common Portions
 - Intercom Network

16. **SCHEDULE 'D' (Covenants)**

The Allottee/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:

1. Allottee Aware of and Satisfied with Common Portions and Specifications: The Allottee, upon full satisfaction and with complete knowledge of the Common Portions as also the components taken into consideration the Specifications and all other ancillary matters, is entering into this Conveyance. The Allottee has examined and is acquainted with the Said Block and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Block save and except the Said Apartment And Appurtenances.
2. Allottee to Mutate and Pay Rates & Taxes: The Allottee shall (1) pay the Rates & Taxes (proportionately for the Said Block and wholly for the Said Apartment And Appurtenances, from the Date Of Possession and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager/the Association (upon formation).
3. Allottee to Pay Maintenance Charges: The Allottee shall pay Maintenance Charges on the basis of the demand notes to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charges and (2) Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).

4. Allottee to Pay Interest for Delay and/or Default; The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills and all outgoings, raised by the Owner/s/the Developer/the Facility Manager/the Association (upon formation), within 15 (fifteen) days of presentation thereof, failing which the Allottee shall pay interest @ the prevailing State Bank of India (SBI) Prime Lending Rate plus 2 (two) % per annum, for the period of delay, computed from the date the payment became due till the date of payment, to the Owner/s/the Developer/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Portions.
5. No Obstruction by Allottee to Further Construction: The Allottee understands and agrees that there may be further construction by addition of Building upon integration of additional lands (Other Lands) to the Said Property as a part of the Said Block and the Allottee consents to the same under Section 14 of the Act and shall not obstruct or object to the same notwithstanding any inconvenience that may be suffered by the Allottee due to and/or arising out of the said construction/development activity. The Allottee also admits and accepts that the employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
6. No Rights of or Obstruction by Allottee: All open areas in the Said Property proposed to be used for open Garage/Parking Spaces do not form part of the Common Portions within the meaning of this Agreement and the Owners and the Developer shall have absolute right to sale and/or otherwise deal with the same or any part thereof, if allotted or agreed to be allotted under the Allocation Agreement or otherwise.
7. Allottee to Participate in the Formation of Association: The Allottee admits and accepts that the Allottee and other Complex Co-Owners, shall form the Association as and when deemed fit and proper by the Developer at its sole discretion through a simultaneously granted Power of Attorney given by the Allottee to the Developer, to deal with the concerned Authority. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of

the Common Portions. Each Complex Co-Owner shall be entitled to cast a vote for the affairs of the Association.

8. Obligations of the Allottee: The Allottee shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block by the Developer/the Facility Manager/the Association (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Block.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Portions, from the Date Of Possession, exclusively.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Complex Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Block. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block and outside walls of the Said Block save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation).
- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial, religious, political or other non-residential purposes. The Allottee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not to alter, modify or in any manner change the (1) elevation and exterior color scheme of the Said Apartment and the Said Block and (2) design and/or the color scheme of the windows and grills of the Said Apartment. In the event it is detected that the Allottee has made any alterations/changes, the Allottee may be penalized to compensate the Developer/the Facility Manager/the Association (upon formation) (as the case may be) to such amount of damages and compensation as estimated by the Developer/the Facility Manager/the Association (upon formation) and additional costs for restoring the same to its original state.

- (g) **No Structural Alteration And Prohibited Installations:** not to alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Portions or the Said Block. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof save and except the location designated by the Developer/the Facility Manager. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Block, which is beneficial to all.
- (h) **No Sub-Division;** not to sub-divide the Said Apartment And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not to change/alter/modify the names of the Said Block from that mentioned in this Conveyance.
- (j) **No Nuisance and Disturbance:** not to use or permit to be used the Said Apartment or the Common Portions or the Garage/Parking Space, in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block and/or the neighbouring 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 to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/ Facility Manager/ Association:** not to obstruct the Developer and /Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Block and transferring or granting rights to any person in any part of the Said Block(excepting the Said Apartment and the Garage/Parking Space).
- (m) **No Obstruction of Common Portions:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Garage/Parking Space, if any.
- (n) **No Violating Rules:** not to violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for use of the Common Portions.

- (o) **No Throwing Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.
 - (p) **No Injurious Activities:** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Garage/Parking Space, if any and the Common Portions.
 - (q) **No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Garage/Parking Space, if any.
 - (r) **No Signage:** not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Apartment/Said Block save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.
 - (s) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save usual home appliances.
 - (t) **No Installing Generator:** not to install or keep or run any generator in the Said Apartment and the Garage/Parking Space, if any.
 - (u) **No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.
 - (v) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Apartment and/or the Said Block.
 - (w) **No Damage to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Allottee and/or family members, guests, pets or servants of the Allottee, the Allottee shall compensate for the same.
 - (x) **No Hanging Clothes:** not to hang or cause to be hung clothes from the balconies/terraces of the Said Apartment.
9. **Notification Regarding Letting/Sale;** If the Allottee lets out or transfers the Said Apartment And Appurtenances post the handover of Possession, the Allottee shall immediately notify the Developer/Facility Manager/the Association (upon formation) with regard to such let-out/Sale. Under such circumstances, a prior intimation with regard to such intention of let-out is required to be served upon the Developer through the Facility Manager or solely through the Association upon formation. Before any kind of letout/Sale, the Allottee is required to clear all dues including Maintenance Charges, Club Charges,

KMC Taxes, etc. in respect of the Said Apartment and Appurtenances, that shall be payable to the Promoter/Developer and/or th

- (y) Developer/Facility Manager/Association. The Allottee shall further give a written declaration regarding confirmation as to whom the Facility Manager shall claim for the Maintenance Charges after such let-out/Sale.

9. No Objection to Construction; Notwithstanding anything contained in this Agreement, the Allottee has accepted and is also satisfied with the Sanctioned Plan to construct/develop the Said Block and to construct/develop on other/added portions of the Said Property and hence the Allottee has no objection to the continuance of construction in the other portions of the Said Property/the Said Block, even after the Date Of Possession Notice. The Allottee accepts that inconvenience may be suffered by the Allottee due to and arising out of the said construction/development activity. It is clarified that the Other/Added portions shall mean the additional land (Other lands) that may be further added to, integrated and amalgamated with the Said Property in the future, to which the Allottee hereby gives consent.

10. Roof Rights: A demarcated portion of the top roof of the Said Block shall remain common to all Complex Co-Owners who own Apartments in the Said Block (Common Roof) and common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block shall belong to the Vendor, the Confirming Parties and the Developer respectively with right of exclusive sale and the Allottee specifically agrees not to do any act which prevents or hinders such sale. Notwithstanding the demarcation of the top roof of the Said Block as aforesaid, the Owners and the Developer shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Complex Co-Owners who own Apartments in the Said Block.

11. No objection to Said Signage: The Allottee gives and renders consent for raising of any hoardings, neon sign, billboards, advertisements, signage (of any size or constructed of any material, with or without illumination) The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Owners and the Developer. The Owners and the Developer, shall maintain the Said Signage at its/their own cost and the Association shall have no connection with such maintenance. If the Said Signage is illuminated, the Owners and the Developer shall pay the actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allotees successor-in-interest shall at any time do any

act, deed or thing which hinders the absolute and unfettered right of the Owners and the Developer to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing the Said Signage, the Owners and the Developer and/or the men and agents of the Owners and the Developer shall have the right to access to the areas in which the Said Signage is constructed without any obstruction or hindrance either from the Complex Co-owners or the Association (upon formation) for all times to come.

12. Hoardings: The Owners and/or the Promoter/Developer shall be entitled to put hoarding/boards of their 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 Project 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, decide hoarding/board sites.

17. **SCHEDULE 'E' (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, the road, STP etc.
3. Association; Establishment : and all Other capital operational expenses Of the Association.
4. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions as described in 3rd Schedule herein respect of the Said Block [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.
6. Operational; All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions, including lifts, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the road network.

7. Rates and Taxes: Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Said Block save those separately assessed on the Allottee.
8. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. Fire Fighting: Costs of operating and maintaining the fire-fighting equipment and personnel, if any.
16. Execution and Delivery
- 16.1 In Witness Whereof the Parties have executed and delivered this Transfer on the date mentioned above.

Authorized Signatory (Owner)

Authorized Signatory
[Promoter/Developer]

Authorized Signatory
[Allottee/Buyer]

Drafted by:

Advocate,
High Court, Calcutta

 Signature

 Name

 Father's Name

 Address

 Signature

 Name

 Father's Name

 Address

Memo Receipt of Consideration

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

 Authorized Signatory
 [Promoter/Developer]

Witnesses;

 Signature

 Name

 Signature

 Name