

CONVEYANCE

1. **Date:** _____

2. **Place:** Kolkata

3. **Parties:**

3.1 **Realtech Nirman Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN _____], represented by its director, namely (1) **Shishir Gupta**, son of Late Sree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

3.2 **Skyscraper Vanijya Private Limited**, a company incorporated under Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN _____], represented by its directors, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

3.3 **J. D. Empire & Co.**, a partnership firm having its office at Reckjoani, Post Office and Police Station Rajarhat, Kolkata-700135, [PAN _____], represented by its one of the Partners, namely **Chandrani Dutta**, wife of Sabyasachi Dutta, of Reckjoani, Post Office and Police Station Rajarhat, Kolkata-700135.

(Collectively **Owners**, includes successor-in-interest and assigns)

And

3.4 **Realtech Nirman Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AADCR6464K], represented by its director, namely (1) **Shishir Gupta**, son of Late Sree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

(Developer, includes successor-in-interest and assigns)

And

3.5 _____, son/wife of _____, by faith _____, by occupation _____, by Nationality Indian, residing at _____, Post office _____, Police Station _____, District _____, PIN _____. [PAN - _____].

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

Owners and Developer collectively **Sellers**

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 **Said Unit:** Residential Unit No. _____, _____ floor, having carpet area measuring about _____ (_____) square feet and corresponding super built-up area of _____ (_____) square feet, in the Block _____

(**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Unit**), in the complex named "**Teen Satti**" (**Said Complex**), at Naipukur, Reckjoani, Rajarhat, Post office and Police Station Rajarhat, District North 24 Parganas within the limits of Rajarhat-Bishnupur 1 No. Gram Panchayat (**RBGP-I**), Additional District Sub-Registration Office Rajarhat, District North 24 Parganas, described in **Part-I** of the **1st Schedule** below (**Said Premises**).

- 4.2 **Parking Space:** The right to park ____ (_____) medium sized car/s in the open/covered space in the ground floor in the Said Complex, described in **Part-II** of the **6th Schedule** below (**Parking Space**).
- 4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** below, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Unit and the Parking Space (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Unit and the Parking Space bears to the total super built-up area of the Said Complex.
- 4.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **2nd Schedule** below (collectively **Common Portions**), as be attributable and appurtenant to the Said Unit.

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

5. Background

- 5.1 **First Purchase by Skyscraper Vanijya Private Limited:** By a Deed of Conveyance, dated 14th May, 2012, registered in the Office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No 8, Pages from 15948 to 15969 being Deed No. 05873 of 2012, Skyscraper Vanijya Private Limited purchased (1) land measuring 02 (two) cottah 7 (seven) chittack and 35 (thirty five) square feet, more or less, comprised in R.S./L.R. Dag No. 313, (**First Portion of First Property**) And (2) land measuring 12 (twelve) chittack 10 (ten) square feet, more or less, comprised in R.S./L.R. Dag No. 314, (**First Portion of Second Property**), totaling to land measuring 03 (three) cottah 04 (four) chittack recorded in L.R. Khatian Nos. 4497,4498, 4499 & 4500, Mouza Reckjoani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Bidhannagar (Salt Lake City), within Rajarhat-Bishnupur 1 No. Gram Panchayat (RBGP-1), District North 24 Parganas from Subrata Mondal.
- 5.2 **Second Purchase by Skyscraper Vanijya Private Limited:** By a Deed of Conveyance, dated 25th June, 2014, registered in the Office of the Additional District Sub Registrar, Rajarhat in Book No. I, CD Volume No 11, Pages from 8703 to 8722 being Deed No. 7100 of 2014, Skyscraper Vanijya Private Limited

purchased land measuring 05 (five) chittack and 36.25 (thirty six point two five) square feet comprised in R.S./L.R. Dag No. 313, recorded in L.R. Khatian Nos. 4497, 4498, 4499, 4500 and 6212, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayat, Additional District Sub-Registration Rajarhat, District North 24 Parganas (**Second Portion of First Property**), from Sanjib Lodh, Kaushik Lodh, Kalyan Lodh, Susanta Lodh, Smriti Lodh and Kakali Bhattacharya.

- 5.3 **Third Purchase by Skyscraper Vanijya Private Limited and First Purchase by J D Empire & Co.:** By a Deed of Conveyance, dated 2nd December, 2016, registered in the Office of the Additional District Sub Registrar, Rajarhat, in Book No. I, CD Volume No 1523-2016, Pages from 364100 to 364120 being Deed No. 152312133 of 2016, Skyscraper Vanijya Private Limited purchased (1) land measuring 02 (two) cottah 7 (seven) chittack and 35 (thirty five) square feet, more or less, comprised in R.S./L.R. Dag No. 313, (First Portion of First Property) And (2) land measuring 12 (twelve) chittack 10 (ten) square feet, more or less, comprised in R.S./L.R. Dag No. 314, (First Portion of Second Property), totaling to land measuring 03 (three) cottah 04 (four) chittack recorded in L.R. Khatian Nos. 4497, 4498, 4499 & 4500, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, Sub-Registration Office Bidhannagar (Salt Lake City), within Rajarhat-Bishnupur 1 No. Gram Panchayat (RBGP-1), District North 24 Parganas from Susanta Lodh.
- 5.4 **Record of Right:** Skyscraper Vanijya Private Limited had mutated its name in respect of the First Purchased Property, the Second Purchased Property and the Third Purchased Property, collectively Said Property, in the records of Land Reforms Settlement vide L. R. Khatian No. 6213. Similarly, J.D. Empire & Co. had mutated its name in respect of the First Purchased Property, in the records of Land Reforms Settlement vide L. R. Khatian No. 7770.
- 5.5 **First Purchase by Realtech Nirman Private Limited:** By a Deed of Conveyance, dated 2nd December, 2016, registered in the Office of the Additional District Sub Registrar, Rajarhat, in Book No. I, CD Volume No 1523-2016, Pages from 364159 to 364178 being Deed No. 152312132 of 2016, Realtech Nirman Private Limited purchased (1) land measuring 9 (nine) cottah 14 (fourteen) Square feet, more or less, together with 100 (one hundred) square feet RT shed standing thereon, comprised in R.S./L.R. Dag No. 313, recorded in L.R. Khatian No. 6212, Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat, within Rajarhat-Bishnupur 1 No. Gram Panchayat (RBGP-1), District North 24 Parganas (Third Portion of First Property).
- 5.6 **Record of Right:** Realtech Nirman Private Limited had mutated its name in respect of the Third Portion of First Property, in the records of Land Reforms Settlement vide L. R. Khatian No. 7772.
- 5.7 **Absolute Ownership of the Owners:** In the above mentioned circumstance, the Owners have become the absolute owners of the Said Premises.
- 5.8 **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing new building thereon and selling

the Flats, Shops, Units, Car Parking Space and other covered and open spaces therein (Flats), the Owners Nos. 3.2 and 3.3 have appointed Realtech Nirman Private Limited, who is also a well-known developer, to develop their respective land and have subsequently entered into various agreements, the details of those agreements are given below (collectively **Development Agreements**).

Sl No.	Name of the Owners	Date	Registered in the office	Book No.	CD Volume No.	Pages	Deed No.
1.	Skyscraper Vanijya Pvt. Ltd.	24.04.2015	ADSR Rajarhat	I	9	10095-10124	04989 of 2015
2.	J.D. Empire & Co.	03.12.2018	ADSR Rajarhat	I	1523 - 2018	441918 - 441955	152313326 of 2018
3.	Skyscraper Vanijya Pvt. Ltd.	03.12.2018	ADSR Rajarhat	I	1523 - 2018	441956 - 441991	152313325 of 2018

- 5.9 **Power of Attorney:** By virtue of 3 registered Power of Attorney, the Owners Nos. 3.2 and 3.3 have appointed Shishir Gupta and Sk. Nasir as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Block/Said Complex and to execute the Deed of Conveyance on their behalf, the details of the Power of Attorney are given below.

Sl No.	Name of the Grantors	Date	Registered in the office	Book No.	CD Volume No.	Pages	Deed No.
1.	Skyscraper Vanijya Pvt. Ltd.	24.04.2015	ADSR Rajarhat	I	9	10199-10212	04992 of 2015
2.	J.D. Empire & Co.	05.12.2018	ADSR Rajarhat	I	1523-2018	446946 - 446968	152313462 of 2018
3.	Skyscraper Vanijya Pvt. Ltd.	05.12.2018	ADSR Rajarhat	I	1523-2018	446969 - 446989	152313461 of 2018

- 5.10 **Sanctioned Plan:** Pursuant to the Development Agreement, for construction of the Said Complex, the Developer has got a building plan sanctioned by the Zilla Parishad, North 24 Parganas and Approved by the Executive Officer, Rajarhat Panchayat Samiti, vide memo nos. 2178/RPS dated 11th March, 2019 (**Sanctioned Plan**), which includes all sanctioned /permissible modifications made thereto, if any, from time to time).

- 5.11 **Said Scheme:** For selling the Units comprised in the Developer's Allocation and in the Additional Developer's Allocation, the Developer has adopted a scheme

(Said Scheme). The Said Scheme is based on the legal premises that (1) the land contained in the Said Property is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation except the Additional Developer's Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchasers **(Intending Buyer)** is nominee of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Units comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyer, the Owners and the Developer should jointly enter into agreement with the Intending Buyer where under the Owners (accepting the Intending Buyer to be nominee of the Developer) would agree to sell Land Shares to the Intending Buyer and the Developer would agree to sell Units comprised in the Developer's Allocation to the Intending Buyer and (6) the consolidated consideration payable by the Intending Buyer (for the Units and the Land Shares) should be received entirely by the Developer.

- 5.12 **Commencement of Construction:** The Developer commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.

- 5.13 **Application and Allotment to Buyer:** The Buyer, upon full satisfaction of the Sellers' title, applied for allotment of the Said Flat And Appurtenances, described in **Part III** of the **6th Schedule** below, which is comprised in the Developer's Allocation, and the Sellers allotted the same to the Buyer, who in due course entered into an Sale Agreement dated _____ **(Said Agreement)** for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.

- 5.14 **Construction of Said Building:** The Developer has completed construction of the Said Block in the Said Complex.

- 5.15 **Conveyance to Buyer:** In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.

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

5.16.1 **Understanding of Scheme by Buyer:** The undertakings and covenants of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Sellers:

- (a) **Development of Said Premises:** The Sellers intend to develop the entirety of the Said Premises in due course and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Extent of Ownership:** The ownership rights of the Buyer is limited to the Said Flat, the Parking Space, the Land Share and the Common Portions and the Buyer hereby accepts the same and under no circumstances, shall be entitled to raise any objection.
- (c) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Premises and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.

5.16.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Sellers that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.16.3 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Sellers that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Premises, the Said Block and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

5.16.4 **Extension/Addition:** The undertaking of the Buyer to the Sellers that notwithstanding anything contained in this Conveyance, the Buyer has no objection and shall under no circumstances have any objection to the Sellers **(1)** integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to future passages **(2)** extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other facilities **(3)** modifying the Sanctioned Plans, as may be necessary in this regard **(4)** granting to third parties all forms of unfettered and perpetual proportionate right of ownership and easement of use over the Common Portions and other facilities and **(5)**

granting all rights of user and easements over the Common Portions and other facilities to the Intending Buyer or other owners. It is clearly understood by the Buyer that the Buyer shall not have any right to erect any wall/boundary wall in the Said Complex.

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

6. Transfer

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

- 6.1.1 **Said Flat:** The Residential Flat No. ____, on the _____ Floor, having carpet area measuring about ____ (_____) square feet and corresponding super built-up area of _____ (_____) square feet, delineated on **Plan** annexed hereto and bordered in colour **Red** thereon and described in **Part I** of the **6th Schedule** below, in the Block - _____, in the complex named "**Teen Satti**", at Naipukur, Reckjoani, Rajarhat, Post office and Police Station Rajarhat, District North 24 Parganas within the limits of Rajarhat-Bishnupur 1 No. Gram Panchayat (**RBGP-I**), Additional District Sub-Registration Office Rajarhat, District North 24 Parganas and described in the **1st Schedule** below.

- 6.1.2 **Parking Space:** _____ (_____) open/covered car parking space in the ground floor of the Said Block/Said Complex, described in **Part-II** of the **6th Schedule** below (**Parking Space**).

- 6.1.3 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** below, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Flat and the Parking Space (**Land Share**).

- 6.1.4 **Share In Common Portions:** The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Flat, the said common areas, amenities and facilities being described in the **2nd Schedule** below (collectively **Common Portions**), as be attributable and appurtenant to the Said Flat.

7. Total Consideration

- 7.1 **Total Consideration:** The aforesaid transfer of the Said Flat And Appurtenances is being made by the Sellers in consideration of a sum of Rs. _____/-

(Rupees _____) only (**Total Consideration**), paid by the Buyer to the Sellers, receipt of which the Sellers hereby and by the Receipt And Memo of Consideration below, admit and acknowledge.

8. Terms of Transfer

8.1 Conditions Precedent

8.1.1 Title, Plan 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 covenants 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 and interest of the Sellers in respect of the Said Premises, the Said Block, the Said Complex and the Said Flat And Appurtenances;
- (b) The Plans sanctioned by the *Pradhan* of Rajarhat-Bishnupur 1 No. *Gram Panchayat*;
- (c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.

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

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

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

8.2.2 Absolute: absolute, irreversible and for ever.

8.2.3 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, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.2.4 Benefit of Common Portions: Together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **2nd Schedule** below, in common with the other co-owners of the Said Complex and the Sellers.

8.2.5 Other Rights: Together with all other rights appurtenant to the Said Flat And Appurtenances.

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

- 8.3.1 **Payment of Extras:** The Buyer regularly and punctually paying the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.
- 8.3.2 **Payment of Common Expenses/Maintenance Charges:** The Buyer regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/ Maintenance Charges**), indicative list of which is given in the 3rd **Schedule** below.
- 8.3.3 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), described in the 4th **Schedule** below.
- 8.3.4 **Observance of Covenants:** The Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the 5th **Schedule** below.
- 8.3.5 **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 Sellers and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Sellers and/or their successors-in-interest by reason of any default of the Buyer.

9. Possession

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

10. Outgoings

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

11. Holding Possession

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

12. Further Acts

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

13. Further Construction

- 13.1 **Roof Rights:** The top roof of the Said Block shall remain common to all residents of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The Sellers shall always have the right of further construction on the entirety of the top roof and the Buyer 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 residents of the Said Block.

14. General

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

15. Interpretation

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

1st Schedule
Part-I
(Said Premises)

Land measuring 20 (twenty) cottah 07 (seven) chittack 25 (twenty five) square feet, more or less, comprised in R.S/L.R. Dag Nos. 313, 314, 316, 317, recorded in L.R. Khatian Nos. 6213, 7772, 7770, in Mouza Reckjoani, J. L. No. 13, Police Station Rajarhat, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayat, Additional District Sub-Registrar Rajarhat, District North 24 Parganas and butted and bounded as follows:

On The North	:	By existing G+I building and R.S. Dag Nos. 313 (P) and 314 (P)
On The East	:	By R.S. Dag Nos. 309 (P) and 312 (P)
On The South	:	By R.S. Dag Nos. 316 (P) and 317 (P)
On The West	:	By Panchayat Road and existing G+III building

2nd Schedule
(Common Portions)

- Lobby at the ground level of the Said Block
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block (save those inside any Unit)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block
- Intercom Network in the Said Block
- External walls of the Said Block
- Lift (s)
- Lobbies on all floors and staircase(s) of the Said Block
- Water reservoirs/tanks of the Said Block
- Drainage and sewage pipeline in the Said Block (save those inside any Unit)
- Electricity meter (s) for common installations and space for their installation
- Electricity Cable for common installations in the Said Block, if any
- Generator (s)
- Demarcated portion of the roof above top floor of Said Block

3rd Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Block/Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Block/Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** *Panchayat* Tax, surcharge, Water Tax and other levies in respect of the Said Block/Said Complex **save** those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.
9. **Unsold Flats:** Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

4th Schedule
(Easements and Quasi-easements)

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

- 1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
- 2) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every

part of the Said Premises and the Said Block including the other flats and the Common Portions;

- 3) **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Block by other and/or others thereof;
- 4) **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained;
- 5) **Appurtenances of the Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances;
- 6) **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Said Complex, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;
- 7) **Access to Roof:** Right of access to the roof and/or terrace above the top floor of the Said Block;

5th Schedule (Covenants)

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

1. **Buyer Aware of and Satisfied with Said Complex and Construction:** The Buyer admits and accepts that the Buyer, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat And Appurtenances. The Buyer has examined and is acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Complex and the Said Premises save and except the Said Flat And Appurtenances.
2. **Buyer to pay Taxes and Common Expenses/Maintenance Charges:** The Buyer admits and accepts that the Buyer shall pay *Panchayat* and other taxes (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances), from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the Sellers' appointed service provider Company

or Body/Sellers/Association, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer also admits and accepts that the Buyer shall have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Complex as indicated above, on the basis of the bills as raised by the Sellers' appointed service provider Company or Body/Sellers/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date Of Possession. The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Sellers' appointed service provider Company or Body/Sellers/Association. In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duly levy or any other liability under any statute or law for the time being in force or enforced in future if the Sellers are advised by their consultant that the Sellers are liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations, the Buyer shall be made liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Sellers saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. **Buyer to Pay Interest for Delay and/or Default:** The Buyer admits and accepts that the Buyer shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Sellers' appointed service provider Company or Body/Sellers/Association, within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Sellers' appointed service provider Company or Body/Sellers/Association, such interest running till such payment is made. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, the Sellers' appointed service provider Company or Body/Sellers/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyer.
4. **Sellers' Charge/Lien:** The Buyer admits and accepts that the Sellers shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Buyer.
5. **No Obstruction by Buyer to Further Construction:** The Sellers are entitled to construct further floors on and above the top roof of the Said Block and/or to make other constructions elsewhere in the Said Premises and the Buyer shall not obstruct or object to the same. The Buyer also admits and accepts that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
6. **No Rights of or Obstruction by Buyer:** The Buyer admits and accepts that all open areas in the Said Complex including all open car parking spaces which are not required for ingress and egress from and to the Said Unit, do not form part of the Common Portions in terms of this Agreement and the Sellers shall have

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

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

- 10.2 **Observing Rules:** observe the rules framed from time to time by the Sellers' appointed service Provider Company or Body/Sellers/Association for the beneficial common enjoyment of the Said Complex and/or the Said Premises.
- 10.3 **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
- 10.4 **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Unit only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Complex. The Buyer shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Complex and/or the Said Premises.
- 10.5 **Residential Use:** use the Said Unit for residential purpose only. Under no circumstances the Buyer shall use the Said Unit for commercial, industrial or any other purpose.
- 10.6 **No Alteration:** not alter, modify or in any manner change the elevation and exterior color scheme of the Said Complex and/or the Said Block and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Unit, without the permission in writing of Sellers or the Association. In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Sellers/Association as estimated by the Sellers/Association.
- 10.7 **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Unit or the Said Block which may affect or endanger the structural stability of the Said Block and not subdivide the Said Unit in any manner whatsoever.
- 10.8 **No Sub-Division of Unit/parking space/servant quarters:** Not to sub-divide the Unit/parking space/servant quarter under any circumstances.
- 10.9 **No Changing Name:** not change/alter/modify the name of the Said Complex, which has been given by the Sellers.
- 10.10 **No Nuisance and Disturbance:** not use the Said Unit or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the Said Premises and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

- 10.11 **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Complex and/or the Said Premises.
- 10.12 **No Obstruction to Sellers/Association:** not obstruct the Sellers/Association in their acts relating to the Common Portions and not to obstruct the Sellers in constructing other portions of the Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Complex and/or the Said Premises (excepting the Said Unit and the Parking Space, if any).
- 10.13 **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit and the Parking Space, if any.
- 10.14 **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Sellers and/or the Association for the use of the Common Portions.
- 10.15 **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- 10.16 **No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.
- 10.17 **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Parking Space (if any) or the Common Portions.
- 10.18 **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Complex or outside walls of the Said Unit **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a decent name plate outside the main door of the Said Unit.
- 10.19 **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and Parking Space (if any).
- 10.20 **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Complex **save** in the manner indicated by the Sellers/Association.
- 10.21 **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- 10.22 **No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Complex and/or the Said Premises.

- 10.23 **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
11. **No Objection to Construction of Said Complex:** Notwithstanding anything contained in this Conveyance, the Buyer's covenants that the Buyer has accepted the scheme of the Sellers to construct the Said Complex in phases and hence the Buyer has no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Flat And Appurtenances. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the construction activity in the Said Complex/Said Premises after delivery of possession of the Said Flat And Appurtenances.
12. **No Dispute for Not Construction of Other Areas:** The Buyer further covenants that the Buyer shall not have any right to raise any dispute or make any claim with regard to the Sellers either constructing or not constructing any portions of the Said Complex other than the Said Flat And Appurtenances. The Buyer has interest only in and upon the Said Flat and the Common Portions as are comprised in the Said Complex. However, and only upon the Sellers constructing the balance portions of the Said Complex, the Buyer shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Complex which may be constructed by the Sellers for common use and enjoyment of all the Unit owners of the Said Complex.

6th Schedule

Part-I (Said Unit)

Residential Flat No. _____, on the _____ Floor, having carpet area measuring about _____ (_____) square feet and corresponding super built-up area of _____ (_____) square feet, at Naipukur, Reckjoani, Rajarhat, Post office and Police Station Rajarhat, within the limits of Rajarhat-Bishnupur 1 No. Gram Panchayat (RBGP-I), Additional District Sub-Registration Office Rajarhat, District North 24 Parganas and demarcated in colour **Red** on **Plan** attached hereto.

Part-II (Parking Space)

____ (____) Open/Covered Garage includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex and the same (1) shall be allotted to the Buyer after completion of construction of the Said Complex and (2) can only be used for parking of a medium sized motor car of the Buyer, as the case may be, and not for any other purposes.

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

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

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

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** above, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Flat and the Parking Space.

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

16. Execution and Delivery

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

(As self and constituted attorney of
Owner Nos. 3.2 and 3.3)
[Owners]

(Realtech Nirman Private Limited)
[Developer]

[Buyer]

Witnesses:

Signature_____

Signature_____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Receipt And Memo of Consideration

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

Mode	Date	Bank	Amount (Rs.)

Realtech Nirman Private Limited
Directors
[Developer]

Witnesses:

Signature_____

Signature_____

Name_____

Name_____