

## CONVEYANCE

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata

### 3. Parties:

- 3.1 **DJSS Realty Private Limited [PAN AADCD8870H]** a company incorporated under the Companies Act, 1956 having its registered offices at 2, Rowland Road, Police Station Ballygunge, Kolkata-700020, being represented by its director Sanjiv Kumar Dabriwal [PAN ADEPD7510M](Mobile-9831877762) son of Dwarka Prasad Dabriwal, residing at 2, Rowland Road, Police Station Ballygunge, Post office- Lala Lajpat Rai Sarani, Kolkata-700020, hereinafter referred to as the **Owner** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **ONE PART**

**And**

- 3.2 \_\_\_\_\_ (PAN \_\_\_\_\_) (Mobile- \_\_\_\_\_) Son/Wife of \_\_\_\_\_ residing at \_\_\_\_\_ Police Station- \_\_\_\_\_, Post Office- \_\_\_\_\_, Kolkata-700063.  
(**Purchaser/(s)**, includes successors-in-interest).

Owner and Purchaser collectively **Parties** and individually **Party**.

### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

#### 4. Subject Matter of Conveyance:

- 4.1.1 **Said Flat:** Residential Flat No. .... on ..... floor, having carpet area measuring ..... (.....) square feet, more or less [corresponding to super built up area measuring ..... (.....) square feet, more or less, pertinent to mention herein that, the super built up area has been mentioned herein shall be utilized for calculating maintenance only) more or less] more fully described in **Part-I** of the **2nd Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**) in the proposed blocks being, **Block-....., "....." (Said Block)** forming part of the several independent blocks (which includes additions of blocks thereto from time to time "**Other Blocks**") of the project named "**IMPERIAL RIDDHI SIDDHI**" (**Project**), the Said Block being on a divided and demarcated portion of land comprised in R.S./L.R *Dag* No. 2,4 and 14, recorded in L.R. *Khatian* No. 3196, *Mouza* Daulatpur, J.L. No.79, Police Station Bishnupur, District South 24 Parganas, within the limits of Kulerdhari Gram Panchayet, more fully described in the **Part-I** of the **1<sup>st</sup> Schedule** below (**Said Property**, which includes extensions and additions of land made thereto from time to time).

- 4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (Land Share). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.
- 4.1.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the **2nd Schedule** below (**Said Parking Space**), if any.
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Project as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**, which includes extensions and additions of common areas, amenities and facilities made from time to time, if any).
- 4.1.5 The Said Flat, the Land Share, the Said Parking Space (if any) and the Share In Common Portions, collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

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

- 5.1 **Representations and Warranties Regarding Title:** The Owner represents, warrants and covenants regarding title as follows:
- 5.1.1 **Ownership of Kalu Sk. And Another:** By virtue of inheritance from their mother Late Kadu Bibi, wife of Late Nema Sk., Kalu Sk. And Manu Sk. (collectively **Kalu Sk. And Another**) being the only legal heirs of Late Kadu Bibi, became the absolute owner of the Said Property, being land measuring 77 (seventy seven) *cottah* 8 (eight) *chittack* and 26 (twenty six) square feet, more or less, comprised in C.S./R.S and L.R. *Dag* Nos. 2,4 and 14, *Mouza* Daulatpur, J.L No.79, Police Station Bishnupur, District South 24 Parganas, morefully described in **Part I** of the **1<sup>st</sup> Schedule** above.
- 5.1.2 **Sale by Kalu Sk. And Another:** By a Deed of Conveyance dated 9<sup>th</sup> April, 1960, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 30, at Pages 218 to 222, being Deed No.3406 for the year 1960, Kalu Sk. Another sold the entirety of the Said Property, to Subal Chandra Mondal.
- 5.1.3 **Sale to Kusum Debi Parasramka:** By a Deed of Conveyance dated 10<sup>th</sup> April, 1962, registered in the Office District Registrar, Alipur, in Book No. I, Volume No. 31, at Pages 103 to 106, being Deed No. 1543 for the year 1962, Subal Chandra Mondal sold the entirety of the Said Property, to Kusum Debi Parasramka.

- 5.1.4 **Sale to Shubha Talwar:** By a Deed of Conveyance dated 11<sup>th</sup> April, 1997, registered in the Office of the District Sub-Registrar-IV, Alipore, South 24 Parganas, in Book No. I, Volume No. 38, at Pages 385 to 394, being Deed No. 3408 for the year 1998, Kusum Debi Parasramka sold the entirety of the Said Property, to Shubha Talwar.
- 5.1.5 **Sale to Owner:** By a Deed of Conveyance dated 7<sup>th</sup> June, 2011, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 14, at Pages 2254 to 2278, being Deed No. 5986 for the year 2011, Shubha Talwar sold the entirety of the Said Property, along with various other property, to the Owner.
- 5.1.6 **Records of Rights:** Subsequent to the purchase, the Owner has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 3196 and has been paying taxes regularly.
- 5.1.7 **Deed of Declaration/Rectification:** Owing to typographical error, in the purchase deed of the Owner, being Deed No. 5986, the respective quantum of each *Dags*, i.e. R.S./L.R. *Dag* Nos. 2, 4 and 14, comprised in the Said Property has been wrongly described, which was duly rectified by a Deed of Declaration/Rectification dated 27<sup>th</sup> March, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 9, at Pages 1334 to 1343, being Deed No. 3077 for the year 2015, executed by both the erstwhile owner Shubha Talwar and the present owner, i.e. the Owner herein. Pertinent to mention herein that, for all future purposes the said Deed of Declaration is shall be considered in order to assert the Said Property and save and except the aforesaid rectification, the purchase deed of the Seller, being Deed No. 5986 has remained in full effect and virtue.
- 5.1.8 **Absolute Ownership of Owner:** Thus, in the aforesaid circumstances, the Owner has become the absolute owner of the Said Property.
- 5.1.9 **Sanction of Plan:** For the purpose of developing and commercially exploiting the Said Property by construction and selling various flats/spaces therein (collectively **Flats**), Owner has got a building plan sanctioned from South 24 Parganas *Zilla Parishad*, being Approval No. 488/618/KMDA dated 24<sup>th</sup> November, 2017 and from Kulerdhari *Gram Panchayet*, Bishnupur-I, South 24 Parganas (**Sanctioned Plans**, which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, from time to time by South 24 Parganas *Zilla Parishad* or Kulerdhari *Gram Panchayet* or any other Authorities).
- 5.1.10 **Approach by Purchaser:** The Purchaser approached the Owner to purchase the Said Flat And Appurtenances described in **Part-II** of the **6<sup>th</sup> Schedule** below.

5.1.11 **Said Agreement.:** Further, by an Agreement For Sale dated \_\_\_\_\_, registered in the Office of the \_\_\_\_\_, in Book No. I, CD Volume No.\_\_\_\_, at Pages \_\_\_\_ to \_\_\_\_, being Deed No.\_\_\_\_, for the year \_\_\_\_\_ (**Sale Agreement**) the Owner has agreed to sell and convey to the Purchaser the Said Flat, Said Parking Space, if any and the Share In The Common Portions, collectively being the Said Flat And Appurtenances described in **Part-II** of the **6<sup>th</sup> Schedule** below.

5.1.12 **Conveyance to the Purchasers:** In pursuance of the Sale Agreement, the Owner is completing the sale of the Said Flat And Appurtenances in favour of the Purchaser, by these presents.

## **6. Transfer**

6.1 **Hereby Made:** The Owner hereby sells, conveys and transfers to and unto the Purchaser, absolutely and for ever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in **Part-III** of the **6<sup>th</sup> Schedule**, in the manner below.

6.1.1 **Said Flat:** The Said Flat, described in **Part-I** of the **6<sup>th</sup> Schedule** below.

6.1.2 **Said Parking Space:** The Said Parking Space, described in **Part-II** of the **6<sup>th</sup> Schedule** below.

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

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

7. **Consideration:** The aforesaid transfer of the Said Flat And Appurtenances is being made in consideration of a sum of Rs.\_\_\_\_\_/ - (**Rupees** \_\_\_\_\_) (**Consideration**) receipt of which the Owner hereby as well as in the Memo of Receipts below written, admits and acknowledges.

## **8. Terms of Transfer**

8.1 **Conditions Precedent:**

8.1.1 **Title, Plan and Construction:** The Purchaser has examined or caused to be examined the following and the Purchaser 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:

- (a) The right title and interest of the Owner in respect of the Said Property, the Said Building and the Said Flat And Appurtenances;
- (b) The Plans sanctioned by the South 24 Parganas *Zilla Parishad*, being Approval No. 488/618/KMDA dated 24<sup>th</sup> November, 2017 and from Kulerdhari *Gram Panchayet*, Bishnupur-I, South 24 Parganas;
- (c) The construction and completion of the Said Building, the Common Portions and the Said Flat And Appurtenances including the quality, specifications, materials, workmanship and structural stability thereof.
- (d) The Owner has expressly declared to the Purchaser that, the Purchaser shall not have any right, title or interest with respect to the other common portion and facilities of the Said Building other than specified herein. Further the Owner shall be entitled to provide common areas and facilities to the owners/Flat holders of residential portion of the Said Building according to their discretion, to which the Purchaser shall also not have any objection or claim of any nature whatsoever.

8.1.2 **Measurement:** The Purchaser is satisfied regarding the same and agree and covenant not to ask for any details or question regarding the computation of area or make any claims in respect thereof.

8.2 **Salient Terms:** The transfer of the Said Flat And Appurtenances being 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 lispendens, attachments, liens, charges mortgages, trusts, debaters, reversionary rights, residuary rights, claims and statutory prohibitions.

8.2.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the 2<sup>nd</sup> **Schedule** below, in common with the other Flat holders and the Owners.

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

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

- 8.3.1 **Payment of Common Expenses:** the Purchaser regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses**), indicative list of which is given in the **3<sup>rd</sup> Schedule** below, to the Association (defined in Clause 3.1 of the **5<sup>th</sup> Schedule** below).
- 8.3.2 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easement And Quasi-easement**), described in the **4<sup>th</sup> Schedule** below.
- 8.3.3 **Observance of Covenants:** the Purchaser observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5<sup>th</sup> Schedule** below.
- 8.3.4 **Indemnification by Owner:** indemnification by the Owner about the correctness of its title. This Conveyance is being accepted by the Purchaser on such express indemnification by the Owner.
- 8.3.5 **Indemnification by Purchaser:** indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the Owner and/or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner and/or its successors-in-interest by reason of any default of the Purchaser.

## **9. Possession**

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

## **10. Outgoings**

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

## **11. Holding Possession**

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

## 12. General

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

## 13. Interpretation

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

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

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

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

### 1<sup>st</sup> Schedule (Said Property)

**ALL THAT** the several pieces and parcels of land measuring (i) 19 (nineteen) decimal, more or less, comprised in R.S./L.R. *Dag* No.2 **And** (ii) 52 (fifty two) decimal, more or less, comprised in R.S./L.R. *Dag* No.4 **And** (iii) 57 (fifty seven) decimal, more or less, comprised in R.S./L.R. *Dag* No.14, **totaling to** 128 (one hundred and twenty eight) decimal equivalent to 77 (seventy seven) *cottah* 8 (eight) *chittack* and 26 (twenty six) square feet, more or less,



comprised in R.S./L.R. *Dag* Nos 2,4 and 14, all recorded in L.R. *Khatian* No. 3196, *Mouza* Daulatpur, J.L. No.79, Police Station Bishnupur, District South 24 Parganas, Kolkata-700 104 within the limits of Kulerdhari *Gram Panchayet* and butted and bounded as follows:

- On The North :** By R.S. *Dag* No. 1 and 3 under *Mouza* Daulatpur
- On The East :** By R.S. *Dag* No. 5 and 3 under *Mouza* Daulatpur
- On The South :** By land and building of “ Gurukul Vidya Mandir” and land of R.S *Dag* no. 13 under *Mouza* Daulatpur and common road(16 feet wide road)
- On The West :** By land and building of “ Gurukul Vidya Mandir” and part land of R.S. *Dag* no 512 , *Mouza* Hanspukuria

**2<sup>nd</sup> Schedule**  
**(Common Portions)**

- Community Hall
- Games Room
- Gymnasium
- Swimming Pool
- Guest Room
- Kids Playing Area

**3<sup>rd</sup> Schedule**  
**(Common Expenses)**

1. **Association:** Establishment and all other expenses of the Association as to be decided time to time by the Flat Owners of the building including its formation, office and miscellaneous expenses.
2. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Specified Facilities.
4. **Association:** All capital and operational expenses of the Association.
5. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
6. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating and all other expenses, taxes and charges related to the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Block].
7. **Operational:** All expenses for running and operating all machinery, equipment and installation comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installation including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.

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.

#### **4<sup>th</sup> Schedule**

##### **(Easements and Quasi-easements)**

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

- 1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in Common Portions as specified herein.
- 2) **Appurtenances of the Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances.

#### **5<sup>th</sup> Schedule**

##### **(Covenants)**

1. **Transfer and Dismemberment:**
  - 1.1 **No Partition:** The Purchaser shall not, at any time, claim partition of the undivided impartible proportionate share in the Land of the Said Property and/or the Common Portions.
  - 1.2 **Future Transfer:** Upon the execution and registration of this Conveyance in favour of the Purchaser, the Purchaser may deal with or dispose of the Said Flat And Appurtenances subject to the following conditions:
    - 1.2.1 **Single Lot:** The Said Flat And Appurtenances shall be transferred in one lot and shall not be partitioned. In case of transfer in favour of more than one person, the same shall be done in their favour jointly.
    - 1.2.2 **Same Covenants:** The transfer of the Said Flat And Appurtenances by the Purchaser shall not be in any manner inconsistent with this Conveyance and the covenants contained herein shall run with the land and be an integral part of such transfer.

1.2.3 **All Dues Clear:** All dues including outstanding amounts, interest, Common Expenses, electricity charges, taxes etc. relating to the Said Flat And Appurtenances payable to the Association and the Corporation respectively shall be paid by the Purchaser in full prior to the proposed transfer. Such dues, if any, shall in any event, be a charge on the Said Flat And Appurtenances.

1.2.4 **No Confirming Parties:** The Owner shall not be required to join as confirming parties or otherwise in any agreement or deed made in respect of the Said Flat And Appurtenances by the Purchasers.

## 2. **Mutation, Taxes and Impositions**

2.1 **Mutation by Purchasers:** The Purchaser shall apply for and have the Said Flat And Appurtenances separately assessed and mutated in the name of the Purchaser's.

2.2 **Failure of Purchasers to Mutate:** If the Purchaser fails to apply for mutation as above, the Owner shall be entitled to have the same effected and the Purchaser shall reimburse the Owner all costs and expenses incurred in this regard within 15 (fifteen) days. This is without prejudice to the other rights of the Owner.

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

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

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

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

3.1 **Formation of Association:** The Owner and/or the Co-Owners shall form a body of Flat Owners, whether registered or unregistered (**Association**), for the management and maintenance of the Common Portions.

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

### 4. **Association**

4.1 **Membership:** The Purchaser shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment of the Association and shall sign all forms and papers as be necessary and be reasonably required for formation of the Association.

### 5. **User of Said Flat and Common Portions:**

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

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

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

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

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

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

- 5.2.3 **No Throwing Refuse:** Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **Save** at the place indicated therefor.
- 5.2.4 **No Placement of Articles in Common Portions:** Place or cause to be placed any article or object in the Common Portions.
- 5.2.5 **Use of Said Flat:** Not to use the Said Flat for residential purpose or for any other purpose other than specified herein.
- 5.2.6 **No Injurious Activities:** Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat And Appurtenances.
- 5.2.7 **No Nuisance and Annoyance:** Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats in the Said Building and/or the adjoining building or buildings.
- 5.2.8 **No Signage:** Put up or affix any sign board, name plate or other form of signage in the Common Portions or outside walls of the Said Building and/or outside walls of the Said Flat **Save** at the place or places provided therefor or approved in writing by the Owner/Association **Provided That** this shall not prevent the Purchasers from displaying a decent name plate/signage outside the main door of the Said Flat.
- 5.2.9 **No Storing Hazardous Articles:** Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat And Appurtenances.
- 5.2.10. **No Floor Damage:** Keep any heavy articles or things which are likely to damage the floors or operate any machine **Save** usual home appliances.

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

- 6.1 **Punctual Deposit and Payments:** Deposits and payments shall be made by the Purchaser within 8 (eight) days of the Owner's /Association's leaving its bill for the same in the Said Flat and/or at the above or last notified address of the Purchaser without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever.
- 6.2 **Failure to Make Payment Within Time:** In the event of the Purchaser failing to make payment in the manner aforesaid, the Owner/Association shall be entitled to claim and receive interest @ 15% (fifteen percent) per annum, compoundable monthly. In the event such bills remain outstanding for more than 2 (two) months, the

Owner/Association shall be entitled to withhold/discontinue all the common facilities, amenities and services to the Purchaser.

- 6.3 **Excess/Deficit Payments:** Out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchaser shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchaser and/or adjusted with the future payments to be made by the Purchaser.

7. **Miscellaneous**

- 7.1 **No Waiver:** Any delay or indulgence by the Owner/Association in enforcing the terms of these presents or any forbearance or giving of time to the Purchaser shall not be construed as a waiver of any breach nor shall the same, in any manner, prejudice the rights of the Owner/Association.
- 7.2 **Whole and Proportionate Payment:** Amounts expressly payable by the Purchaser shall wholly be payable by the Purchaser in case the same relates only to the Said Flat And Appurtenances and proportionately in case they relate to the Said Property, the Said Building and the Common Portions.
- 7.3 **Charge:** All amounts becoming due and payable by the Purchaser and the liability for the same shall be and shall remain a charge on the Said Flat And Appurtenances.
- 7.4 **Electricity Charges:** All charges for the electricity consumed in the Said Flat shall be borne and paid by the Purchaser.
- 7.5 **Metering and Cabling:** The Purchaser shall be permitted to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to either the Owner or to the other occupants of the Said Building. The main electric meter shall be installed only at the common meter room in the ground floor of the Said Building. The Purchaser shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building.

**6<sup>th</sup> Schedule**  
**(Part-I)**  
**(Said Flat)**

Residential Flat No. ... on ..... floor, having carpet area of approximately ..... (.....) square feet, more or less [corresponding to super built up area measuring ..... (.....) square feet, more or less for calculating maintenance cost only], delineated on the **Plan** annexed hereto and bordered in colour Red thereon in the proposed blocks being, **Block-....**, “.....” of the project named “ **IMPERIAL RIDDHI SIDDHI**” being on a divided and demarcated portion of land comprised in R.S./L.R. *Dag* Nos 2,4 and 14, all recorded in L.R. *Khatian* No. 3196, *Mouza* Daulatpur, J.L. No.79, Police Station Bishnupur, District South 24 Parganas, within the limits of Kulerdhari *Gram Panchayet*. The said building is under construction.

**Part II**  
**(Said Parking Space)**

**Car Parking for Medium Sized Car – Right to Park**

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

**Two-Wheeler Parking – Right to Park**

Sl. No.	Quantity in No.
NIL	NIL

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

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

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

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprised within the Said Block, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

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

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

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## 8. Execution and Delivery:

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

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[DJSS Realty Private Limited]

[Owner]

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[ ]

[Purchaser]

## Witnesses:

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Father's Name\_\_\_\_\_

Father's Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



### Receipt And Memo

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

MODE	NUMBER	DATED	BANK NAME	AMOUNT (Rs.)
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[DJSS Realty Private Limited]

[Owner]

**Witnesses:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_