

**CONVEYANCE**

- 1. Date:** \_\_\_\_\_
- 2. Place:** Kolkata
- 3. Parties:**

**3.1. SRI. NARAYAN CHANDRA SAHA (PAN NO. AMAPS2255H)**, son of Late Najul Chandra Saha, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Q-31, Kamdahari Purba Para, P.O. Garia, P.S. formerly Regent Park presently Bansdroni, Kolkata-700084, hereinafter called and referred to as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The Vendor/Land Owner represented by his Constituted Attorney **SRI. SOUMYAJIT MAITI (PAN NO. AYNPM6694H)**, son of Sri Ranjit Kumar Maiti, by Religion-Hindu, by Occupation-Business, residing at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdroni, Kolkata-700084, sole Proprietor of **M/S. SOUMYA CONSTRUCTION**, having its office at T-21, Subhash Pally, Kolkata-700084, by virtue of a registered General Power of Attorney dated 13<sup>th</sup> day of February, 2020 which was duly registered in A.D.S.R., Alipore, South 24 Parganas and entered in Book No.I, Volume No.1605-2020, Page from 28304 to 28321, being No.160500754 for the year 2020.

**And**

**3.2 SRI. SOUMYAJIT MAITI (PAN NO. AYNPM6694H) (ADHAR NO. 411907354656)**, son of Sri Ranjit Kumar Maity, by faith-Hindu, by Nationality – Indian, by Occupation – Business, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdroni, Kolkata-700084, is carrying his business under the name and style of **M/S. SOUMYA CONSTRUCTION (PAN NO. AYNPM6694H)**, a Proprietorship Firm, having its office at T-21, Subhash Pally, P.O. Garia, P.S. Bansdroni, Kolkata-700084, District South 24 Parganas.

(**Promoter**, which expression shall include its successors and assigns and/or assigns)

**And**

3.3. \_\_\_\_\_  
\_\_\_\_\_

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

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

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

**4.1) ALL THAT** one residential Flat being Flat No. (       -       Side) on the       Floor, marble flooring of the G+IV storied type constructed portion having carpet area of \_\_square feet, more or less or measuring about (       ) Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dining cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One)

W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at **Municipal Premises No. 91, Kamdahari Purbapara, being Assessee No. 31111200912 and P.O. Garia, P.S. Bansdroni, Ward No.111, Kolkata-700084, District-South 24 Parganas TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc.

The Said Project is a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (**Act**), the West Bengal Housing Industry Regulation Rules, 2018 (**Rules**) and the West Bengal Housing Industry Regulation Act, 2017 (**Regulations**) with the West Bengal Housing Industry Regulatory Authority (**Authority**) at Kolkata on \_\_\_\_\_ under registration No. \_\_\_\_\_ and the Real Estate Project is constructed on **ALL THAT** one piece and parcel of land measuring 07 Cottahs 08 Chittaks 00 Sq.ft. more or less, lying and situate at Mouja - **Kamdahari**, J.L. No.49, District Collectorate Touzi No.14, R.S. No. 200, appertaining to R.S. Dag No.837/1570, 837/1571, 837/1572, comprised in R.S. Khatian No. 291, presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, being Kolkata Municipal Corporation Premises No.91, Kamdahari Purbapara, Assessee No. 31111200912, P.S. formerly Regent Park presently Bansdroni, P.O. Garia, Kolkata-700084, District Sub-Registrar and Additional District Sub-Registrar at Alipore, District - South 24 Parganas, as shown in **RED** colour boundary line on the **Plan** annexed and marked as **Annexure**.

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

**4.3) Land Share:** Undivided and impartible share in the land underneath the Said Project (**Land Share**).

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

## **5. Background**

1. One **Purnamoyee Dasi @ Purna Shashi Dasi** was the owner of 65 decimals of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., District South 24 Parganas.
2. After demise of said Purnamoyee Dasi @ Purna Shashi Dasi her three daughters namely **Surabala Dasi, Nanibala Dasi** and **Anila Bala Dasi** sold the said land to one **Rohini Karmakar @ Rohini Kanta Karmakar @ Mohini Kanta Karmakar** by virtue of a Deed of Conveyance which was duly registered on 1<sup>st</sup> day November, 1939 and the said deed was recorded in Book No.I, Volume No. 21 Page from 191 to 195, being No. 1236 for the year 1939.

3. The said Rohini Karmakar @ Rohini Kanta Karmakar @ Mohini Kanta Karmakar was died on 5<sup>th</sup> Ashar,1348 leaving behind his one and only son namely **Madhusudhan Karmakar** as his only legal heirs and successors.
4. The said Madhusudhan Karmakar sold 2 Cottahs 08 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., District South 24 Parganas to one **Brajabala Bhowmick**, wife of Ramanath Bhowmick of 7, Zarip Lane, Bidon Street by virtue of a Deed of Conveyance which was recorded in Book No.I, Volume No. 35, Page from 254 to 257, being No. 2000.
5. After purchasing the said plot of land said Brajabala Bhowmick assessed her property and mutated her name in the record of Kolkata Municipal Corporation and her property was known and numbered as **93, Kmadahari Purbapara and Assessee No. 31-111-12-0093-6** and also constructed structure in her premises.
6. As while being enjoying her property said **Brajabala Bhowmick** gifted / bequeathed her property to her five sons namely **Raghunath Bhowmick, Baidyanath Bhowmick, Debnath Bhowmick, Suryanath Bhowmick** (being deceased) and **Basudeb Bhowmick** by virtue of a Deed of Gift which was recorded in Book No.I, Volume No. 16, Page from 3465 to 3492, being No. 5338 for the year 2008 and the said one son namely **Suryanath Bhowmick** was died intestate leaving behind his wife namely **Chaya Bhowmick**, one son namely **Sudip Bhowmick** and one daughter namely **Sudipta Bhowmick** and they inherited the 1/5<sup>th</sup> share of the total property of **Brajabala Bhowmick**.
7. The said **Raghunath Bhowmick, Baidyanath Bhowmick, Debnath Bhowmick, Basudeb Bhowmick, Chaya Bhowmick, Sudip Bhowmick** and **Sudipta Bhowmick** sold 2 Cottahs 08 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, Premises No.93, Kamdahari Purbapara, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., District South 24 Parganas to **Narayan Chandra Saha, Krishna Saha, Gobinda Saha, Subhash Saha, Tapas Saha** and **Pradip Saha** by virtue of a Deed of Conveyance which was duly registered in the Office of D.S.R.I. at Alipore on 6<sup>th</sup> day of December, 2017 and recorded in Book No.I, Volume No.1601, being No. 3636 /2017.
8. While possessing the said plot of land Krishna Saha, Gobinda Saha, Subhash Saha, Tapas Saha and Pradip Saha gifted / bequeathed their 5/6 share of total land and structure standing thereon to Narayan Chandra Saha by virtue of a Deed of Gift which was duly registered in the Office of A.D.S.R. at Alipore, recorded in Book No. I, being No. 0873 for the year 2018 and the said Narayan Chandra Saha became the absolute owner of 2 Cottahs 08 Chittaks 00 Sq.ft. of danga land and structure standing thereon lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, Premises No.93, Kamdahari Purbapara, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas.

9. The said Madhusudhan Karmakar was died intestate leaving behind his wife Charu Bala Dasi and five sons namely Anantalal Karmakar, Haripada Karmakar, Bishnupada Karmakar, Krishnapada Karmakar and Bhakanath Karmakar as his only legal heirs and successors who sold 2 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1572 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas to one Durga Rani Roy by virtue of a Deed of Conveyance which was duly registered in the Office of S.R. Alipore on 19<sup>th</sup> day of January, 1950 and recorded in Book No.I, Volume No. 91, Page from 170 to 173, being No. 5391/1950.
10. After purchasing the said plot of land said Durga Rani Roy assessed her property and mutated her name in the record of Kolkata Municipal Corporation and her property was known and numbered as **91, Kamdahari Purbapara and Assessee No. 31-111-12-0013-2** and also constructed 1300 sq.ft. pucca structure in her premises.
11. After that said Durga Rani Roy sold, conveyed, transferred 2 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1572 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, Premises No. 91, Kamdahari Purbapara, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas to Narayan Chandra Saha by virtue of a Deed of Conveyance which was duly registered in the Office of A.D.S.R. Alipore on 13<sup>th</sup> day of June, 2008 and recorded in Book No.I, CD Volume No. 22, Page from 225 to 239, being No. 4901/2009.
12. The said Madhusudhan Karmakar sold 2 Cottahs 08 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas to Kamala Bala Roy wife of Nripendranath Roy by virtue of a Deed of Conveyance which was duly registered in the Office of D.R. Alipore on 17<sup>th</sup> day of May, 1949 and recorded in Book No.I, Volume No. 31, Page from 251 to 254, being No. 1999/1949.
13. After demise of said Madhusudhan Karmakar his five sons namely Anantalal Karmakar, Haripada Karmakar, Bishnupada Karmakar, Krishnapada Karmakar and Bhakanath Karmakar as his legal heirs and successors sold 00 Cottahs 08 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas to the said Kamala Bala Roy by virtue of a Deed of Conveyance which was duly registered in the Office of D.R. Alipore on 13<sup>th</sup> day of May, 1950 and recorded in Book No.I, Volume No. 91, Page from 174 to 177, being No. 4892/1950 and the said Kamal Bala Roy became the absolute owner of 03 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly

Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas.

14. After purchasing the said two plots of land measuring more or less 03 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas the said Kamla Bala Roy sold to one Kanailal Rana son of Achintya Kumar Rana by virtue of a Sale Deed registered in the office of R.A. Calcutta on 31<sup>st</sup> day of July, 1992 and recorded in Book No.I, being No. 14749 for the year 1992.
15. The said Kanailal Rana sold the said plot of land to Smt Bithi Saha and Prabir Kumar Saha on 12.06.1995 in the office of A.D.S.R. Alipore and recorded in Book No.I, Volume No.26, being No.1106 for the year 1995.
16. After purchasing the said plot of land said Smt Bithi Saha and Prabir Kumar Saha assessed their property and mutated their names in the record of Kolkata Municipal Corporation and their property was known and numbered as **92, Kmadahari Purbapara and Assessee No. 31-111-12-0092-4** and also constructed 1300 sq.ft. pucca structure in her premises.
17. The said Smt Bithi Saha (being the wife) and Prabir Kumar Saha (brother) gifted / bequeathed their said plot of land measuring more or less 03 Cottahs 00 Chittaks 00 Sq.ft. of danga land lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1571 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, Premises No.92, Kamdahari Purbapara, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas by virtue of a registered Deed of Gift registered in the office of D.S.R. I, at Alipore on 28<sup>th</sup> day February, 2013 recorded in Book No.I, CD Volume No.4, Page from 2784 to 2802, being No. 00772 for the year 2013.
18. Now the land owner herein **SRI.NARAYAN CHANDRA SAHA** became the rightful owner of **ALL THAT** piece and parcel of danga land measuring more or less about **07 Cottahs 08 Chittaks 00 Sq.ft.** lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No.14, R.S. No.200, appertaining to R.S. Dag No.837/1570, 837/1571, 837/1572 comprising in R.S. Khatian No.291, under P.S. formerly Tollyguange then Regent Park now Bansdroni, District Sub Registrar and Additional District Sub Registrar at Alipore, **Premises No. 91, Kamdahari Purbapara**, P.O. Garia, Kolkata-700084, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, being **Assessee No.311111200912** District South 24 Parganas by virtue of three separate deeds. **AND WHEREAS** that the present Owner namely Sri Narayan Chandra Saha was desirous to develop the said premises by constructing a G+IV storied residential Flat thereon through a Developer in accordance with the Flat plan to be sanctioned by Kolkata Municipal Corporation and the said owner has decided to construct a Flat containing several independent flats on the said premises due to paucity of fund and lack of infrastructure, the said owner approached the Developer to construct such Flat after demolishing the existing structure standing thereon and all material collect by the Developer thereon on the said land at the costs and expenses of the Developer or out of the funds to be produced by the Developer from the intending buyer or

others on certain terms and conditions.

19. **Development Agreement:** Relating on the aforesaid representation of the owner herein the Developer namely **M/S. SOUMYA CONSTRUCTION**, a Proprietorship concern, having its office at T-21, Subhash Pally, P.O. Garia, P.S. Bansdronei, Kolkata-700084, being represented by its sole Proprietor **SRI. SOUMYAJIT MAITI**, son of Sri. Ranjit Kumar Maity, by fiath-Hindu, by Natinality – Indian, by Occupation – Business, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdronei, Kolkata-700084 agreed to develop **ALL THAT** one piece and parcel of land measuring 07 Cottahs 08 Chittaks 00 Sq.ft. more or less along with 400 Sq.ft. R.S. Shed structure, lying and situate at Mouja - **Kamdahari**, J.L. No.49, District Collectorate Touzi No.14, R.S. No. 200, appertaining to R.S. Dag No.837/1570, 837/1571, 837/1572, comprised in R.S. Khatian No. 291, presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, being Kolkata Municipal Corporation Premises No.91, Kamdahari Purbapara, Assessee No. 311111200912, P.S. formerly Regent Park presently Bansdronei, District Sub-Registrar and Additional District Sub-Registrar at Alipore, District - South 24 Parganas, on certain terms and conditions as per the Development Agreement which was registered in the Office of the District Sub Registrar-I at Alipore on 28<sup>th</sup> day of February, 2019 and recorded in Book No. I, Volume No.1601-2019, Page from 31360 to 31415, being No. 160100648 for the Year 2019 and subsequently a Development Power also had been registered in the Office of the D.S.R. I, Alipore, South 24 Parganas on 28<sup>th</sup> day of February, 2019 and entered in Book No. I, Volume No. 1601-2019, Page from 31416 to 31438, Being No.160100649, for the year 2019.
20. After the Development Agreement and Development Power the said **DEVELOPER** herein constructed a straight G+IV storied Flat in accordance with the Flat Sanction Plan No. 2019110116 dated 18.10.2019 sanctioned from the Kolkata Municipal Corporation Borough XI.
21. After sanctioning the Flat it was noticed that by virtue of a typographical mistake in the schedule of the Development Agreement and Development Power two Dag Nos was not mentioned i.e. 837/170 and 837/1572 and for that reasons the said Development Agreement was cancelled on 10<sup>th</sup> day of February, 2020 in the Office of A.D.S.R. Alipore and recorded in Book No.I, Volume No.1605-2020, Page from 28357 to 28372, being No.160500737 for the year 2020 and subsequently the said Development Power was also cancelled on 10<sup>th</sup> day of February, 2020 in the Office of A.D.S.R. Alipore and recorded in Book No.IV, Volume No.1605-2020, Page from 3098 to 3112, being No.160500144 for the year 2020.
22. After that a fresh Development Agreement was executed between both the parties 13<sup>th</sup> day of February, 2020 in the Office of A.D.S.R. Alipore and recorded in Book No.I, Volume No.1605-2020, Page from 28322 to 28356, being No.160500753 for the year 2020 and subsequently the said Development Power was also executed between both the parties on 13<sup>th</sup> day of February, 2020 in the Office of A.D.S.R. Alipore and recorded in Book No.I, Volume No.1605-2020, Page from 28304 to 28321, being No.160500754 for the year 2020.

**Real Estate Project:** The Property is earmarked for the purpose of building a residential and/or residential cum commercial project *inter-alia* comprising of multi-storied building and car parking spaces and/or any other permissible developments in the Said Complex and the said

project shall be known as “**BENCHMARK XI**” (“**Said Complex**”). The development of the Said Complex known as ‘**BENCHMARK XI**’ and the said Project has been registered as a real estate project before the West Bengal Housing Industry Regulatory Authority at Kolkata under Registration No. \_\_\_\_\_ ;

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

**Intimation and Sanction of Plans:** The Owner has duly intimated “The Executive Engineer (C.B)”, The Kolkata Municipal Corporation, Borough-XI about commencement of construction of the Project vide its letter dated 31<sup>st</sup> day of October, 2019. The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Project).

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

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

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

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

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

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

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

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

(ii) **Other Residential Exclusive Amenities:** The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**Other Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such person(s) as the Promoter/Developer may in

its sole discretion deem fit including the Buyer of the Other Residential Component and, may not be available to the Buyer or any other Buyer/occupants of Flats in the Real Estate Project.

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

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

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

(vi) **Maximum FAR:** The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Kolkata Municipal Corporation and all other concerned authorities For the purpose of the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Building without however, adversely affecting the Said Flats agreed to be sold hereunder, and to carry out construction work accordingly. The Buyer hereby irrevocably agrees and give his/her/their/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Flat and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyer shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Flat or any other part of the Said Building being affected by such construction. The Buyer hereby agrees to give all facilities and co-operation as the Promoter/Developer may require from time to time, both prior to and after taking possession of the Said Flat, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit that may be constructed by the Promoter/Developer as aforesaid.

(vii) **Satisfaction of Buyer:** The undertaking of the Buyer to the Owner and the Promoter/Developer that the Buyer is acquainted with, fully aware of and is thoroughly

satisfied about the title of the Owner, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owner and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

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

## 6. Transfer

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

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

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

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

## 7. Consideration and Payment

**Consideration:** The aforesaid conveyance of the Said Flat And Appurtenances is being made by the Owner and the Promoter/Developer in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees\_\_\_\_\_), paid by the Buyer to the Owner (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

## 8. Terms of Transfer

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

- (a) The right, title, interest and authority of the Owner and the Promoter/Developer in respect of the Project Property, the Said Block and the Said Flat And Appurtenances;
- (b) The sanctioned plans sanctioned by the Kolkata Municipal Corporation;

- (c) The construction and completion of the Said Block, the Common Areas, the Said Flat and including the quality, specifications, materials, workmanship and structural stability thereof.

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

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

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

**Absolute:** absolute, irreversible and in perpetuity.

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

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

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

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

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

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

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

## 9. Possession

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

## 10. Outgoings

**Payment of Outgoings:** All municipal taxes on the Said Flat And Appurtenances, relating to the

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

## **11. Holding Possession**

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

## **12. Further Acts**

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

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

## **13. Defect Liability:**

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

It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Buyer is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs

done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.

Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Flat and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>o</sup> Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Flat and in the workmanship executed.

#### **14. General**

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

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

#### **15. Interpretation**

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

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

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

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

## SCHEDULE 'A'

### (Land)

**ALL THAT** one piece and parcel of land measuring 07 Cottahs 08 Chittaks 00 Sq.ft. more or less, lying and situate at Mouja - **Kamdahari**, J.L. No.49, District Collectorate Touzi No.14, R.S. No. 200, appertaining to R.S. Dag No.837/1570, 837/1571, 837/1572, comprised in R.S. Khatian No. 291, presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, being Kolkata Municipal Corporation Premises No.91, Kamdahari Purbapara, Assessee No. 311111200912, P.S. formerly Regent Park presently Bansdroni, P.O. Garia, Kolkata-700084, District Sub-Registrar and Additional District Sub-Registrar at Alipore, District - South 24 Parganas, the land is butted and bounded as follows:

<b>NORTH</b>	: 16'-0" ft. wide Road.
<b>SOUTH</b>	: Land of Plot No. 836.
<b>EAST</b>	: Land of Plot No. 838.
<b>WEST</b>	: Others Land

## SCHEDULE 'B'

### (Said Flat And Appurtenances)

(a) **ALL THAT** one residential Flat being Flat No. (       -       Side) on the       Floor, marble flooring of the G+IV storied type constructed portion having carpet area of \_\_\_\_\_square feet, more or less or measuring about (       ) Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dinning cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and exclusive right to use of one Veranda with all fittings and fixtures together with one covered car parking space at **Municipal Premises No. 91, Kamdahari Purbapara, being Assessee No. 311111200912 and P.O. Garia, P.S. Bansdroni, Ward No.111, Kolkata-700084, District-South 24 Parganas TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc.

(b) **The Share In Common Areas**, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement; **and**

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

### (SPECIFICATION OF CONSTRUCTION)

#### Structure & Walls :

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

#### Plaster :

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

**Flooring:**

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

**Kitchen :**

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

**Doors :**

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

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

**Windows :**

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

**Wall Finishing :**

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

**Electrical :**

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

**Bed Rooms :**

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

**Drawing cum Dining Room :**

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

**Kitchen :**

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

**Toilet :**

Two light points, one exhaust fan point.

**W.C. :**

One light point.

**Balcony :**

One light point.

**Sanitary & Plumbing :**

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

**Toilet :**

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

**Kitchen :**

One stainless still sink in kitchen.

**W.C. :**

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

**Water Supply :**

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

**Roof :**

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

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

**Lift.**

## **SCHEDULE 'D'**

### **(Whole Project Included Amenities)**

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

<b>Sr. No.</b>	<b>Whole Project Included Amenities</b>
1.	Driveways, fire tender paths, walkways
2.	Central drainage & sewage pipeline and central water supply pipeline
3.	All other common areas, facilities and amenities for common use and enjoyment of Said

## **SCHEDULE 'E'**

### **(Covenants)**

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

- 1. Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into the Said Agreement, the scheme of development described in the Said Agreement and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 2. Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule C above) and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Flat And Appurtenances.
- 3. Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall **(1)** pay the Municipal Tax, surcharge, levies, cess etc. (collectively “**Rates & Taxes**”)(proportionately for the Said Complex and wholly for the Said Bungalow And Appurtenances and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof **and (2)** have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Promoter/Developer /the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
- 4. Buyer to Pay Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer /the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that **(1)** the Buyer shall not claim any deduction or abatement in the bills relating to Common

Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer /the Association (upon formation)/the Apex Body (upon formation).

5. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer /Developer /the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.
6. **Promoter's/Developer's Charge/Lien:** The Promoter/Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Promoter/Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
7. **No Rights of or Obstruction by Buyer:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
8. **Variable Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building/Real Estate Project (2) if the area of the Said Building/ Real Estate Project is recomputed by the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.
9. **Buyer to Participate in Formation of Association and Apex Body:** The Buyer admits and accepts that the Buyer and other intending allottees/buyers/owners of bungalows/apartments/other developments comprised in the Said Building shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all bungalow/building/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all

other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Bungalow. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

**10. Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Building by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Real Estate Project, the Whole Project and the Said Residential Project.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter/Developer or to the other Flat owners. The main electric meter shall be installed only at the common meter space in the Said Building. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Project Property, and outside walls of the Said Block **save** in the manner indicated by the Promoter/Developer/the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer uses or allows the Said Flat to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the **(1)** elevation and exterior colour scheme of the Said Building and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said Building. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Promoter/Developer /the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building/Said Flat and/or on any external part of the Said Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter.

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

- (h) **No Sub-Division:** not sub-divide the Said Building And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Building from that mentioned in this Conveyance.
- (j) **No Nuisance and Disturbance:** not use the Said Building or the Common Areas, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project/Said Block and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (l) **No Obstruction to Promoter/Developer/Association/ Apex Body:** not obstruct the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the Said Block and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Whole Project/Project Property (excepting the Said Bungalow ).
- (m) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Building.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefore.

- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Building or the Common Areas.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Building.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Building **save** at the place or places provided therefore **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Building.
- (s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Building.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Building.
- (w) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Building.

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

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

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

**Hoardings:** The Promoter/Developer shall be entitled to put hoarding/boards of its Brand Name

(including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, and decide hoarding/board sites.

**SCHEDULE 'F'**  
**(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Buyer.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any bungalows) walls of the Said Block] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex **save** those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**16. Execution and Delivery**

**In Witness Whereof** the Parties have executed and delivered this Conveyance on the date

mentioned above.

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**Authorized Signatory**  
**[Owners]**

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**Authorized Signatory**  
**[Promoter/Developer]**

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**Authorized Signatory**  
**[Buyer]**

**Drafted by:**

Advocate,  
**High Court, Calcutta**

**Witnesses:**

Signature\_\_\_\_\_ Signature\_\_\_\_\_

Name\_\_\_\_\_ Name\_\_\_\_\_

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

Address\_\_\_\_\_ Address\_\_\_\_\_

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**Receipt of Consideration**

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

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**Authorized Signatory**  
**[Promoter/Developer]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_