

C o n v e y a n c e

1. **Dated:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **IDEAL REAL ESTATES PRIVATE LIMITED (PAN AAACD9025H) (CIN: U70101WB1988PTCo45347)**, a company within the meaning of the Companies Act, 2013 and having its registered office at 50, Jawaharlal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata-700071 represented by its authorized signatory _____, (PAN _____), son of _____, by nationality Indian, religion Hindu, profession Service, of 50, Jawaharlal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata-700071;

(**Seller**, includes successors-in-interest and assigns)

And

3.2 MR.

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

Seller and Buyer collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES:

4. Subject Matter of Sale:

- 4.1 **Said Flat:** Residential Flat No. , floor, carpet area approximately ()square feet, alongwith an exclusive balcony/terrace measuring carpet area of () Square feet described in **Part-I** of the **2nd Schedule** below (**Said Flat**), of building comprised in the project named **Ideal Royale (Said Complex)**, at Municipal Premises No. 177, Manicktala Main Road, Police Station Phool Bagan, Kolkata – 700054, within Ward No. 31 of the Kolkata Municipal Corporation, described in **Part-I** of the **1st Schedule** below (**Said Premises**).
- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as is attributable to the Said Flat (**Land Share**).
- 4.3 **Share In Common Portion:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Said Complex as is attributable to the Said Flat (**Share In Common Portion**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portion**).
- 4.4 **Parking Space:** The right to park car parking spaces being Nos. and in the covered/open/basement/covered dependent/open dependent Parking Space of the Said Complex for parking of medium sized motor cars described in **Schedule** below (**Parking Space**).

The Said Flat, the Land Share, the Share in Common Portion and the Parking Space (if any) , collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background:

- 5.1 **Ownership and Title of Seller:** The Seller has represented to the Buyer that by virtue of the events and in the circumstances mentioned in **Part-II** of the **1st Schedule** below (**Devolution Of Title**), the Seller became and is the absolute and undisputed owner of the Said Premises, free from all encumbrances and the Seller is in peaceful possession thereof.
- 5.2 **Sanction of Plan:** With the intention of developing and commercially exploiting the Said Premises by constructing a complex (Said Complex) thereon and selling the flats, space and other covered and open spaces therein (**Flats**),the Seller has got a building plan sanctioned by the Kolkata Corporation (**KMC**) vide Building Plan No. 2015030071, dated 27.01.2016

(**Sanctioned Plan** which includes all sanctioned/sanctionable modifications made thereto, if any, from time to time).

- 5.3 **Scheme:** The Seller formulated a scheme for sale of Flats in the Said Complex.
- 5.4 **Agreement:** By an agreement dated _____, 20____ (**Said Agreement**) the Seller agreed to sell and the Buyer agreed to purchase the Said Flat And Appurtenances.
- 5.5 **Conveyance to Buyer:** In pursuance of the Said Agreement, the Seller is completing the sale of the Said Flat And Appurtenances in favour of the Buyer, by these presents on the terms and conditions contained herein.
6. **Transfer:**
- 6.1 **Hereby Made by Seller:** The Seller hereby, absolutely and forever, sells, transfers and conveys to the Buyer, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in **Part-III** of the 2nd **Schedule**.
7. **Consideration:**
- 7.1 **Total Consideration:** The aforesaid transfer is being made by the Seller in consideration of the Total Consideration, being a total sum of **Rs. _____/- (Rupees _____)** only (**Total Consideration**) and the same has already been paid in full by the Buyer to the Seller receipt of which the Seller hereby admits and acknowledges.
8. **Terms of Transfer :**
- 8.1 **Conditions Precedent:**
- 8.1.1 **Title, Plan and Construction:** The Buyer has examined or caused to have 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;
- (a) The right title and interest of the Seller in respect of the Said Premises, Said Complex, and the Said Flat And Appurtenances;
 - (b) Sanctioned Plan;
 - (c) The design, layout, specifications and construction and the condition and description of all fixtures and fittings installed and/or provided in the Said Block, Common Portion and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.1.2 **Measurement:** The Buyer is satisfied regarding the area/workmanship of the Said Flat and agrees and covenants not to ask for any details or question the computation of area or make any claims either on workmanship or on the measurement of the Flat.
- 8.1.3 **Extent of Rights:** The rights of the Buyer is limited to ownership of (1) the Said Flat, (2) Land Share, (3) right to parking in the Parking Space, (4) Share In Common Portion and the Buyer hereby accept the same and the Buyer shall not under any circumstances raise any claim of ownership contrary to the above.

- 8.1.4 **Common Portion Subject to Change:** The Common Portion shall always be and remain subject to change and modification as be deemed fit and necessary by the Seller and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.
- 8.1.5 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Seller that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances. The Seller is entitled to deal with and dispose off all unsold flats and car parking spaces in the Said Premises, Said Complex to the third parties at the sole discretion of the Seller, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 8.2 **Salient Terms:** The transfer 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 perpetual.
- 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lispendens*, uses, *debutter*s, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
- 8.2.4 **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 **Common User of the Common Portion:** The Buyer shall use and enjoy the Common Portion, described in the 3rd **Schedule** below, in common with the co-owners of other Flats of the Said Complex (collectively **Co-Owners**).
- 8.3.2 **Payment of Common Expenses:** the Buyer shall regularly and punctually pay proportionate share of all costs and expenses for maintenance and upkeep of the Common Portion (**Common Expenses**), an indicative list of which is given in the 4th **Schedule** below.
- 8.3.3 **Easements And Reservations:** the Buyer shall observe, perform and accept the easements, reservations and other stipulations (collectively **Easements And Quasi-easements**), described in the 5th **Schedule** below.
- 8.3.4 **Observance of Covenants:** the Buyer shall observe, perform and accept the stipulations, regulations and covenants (collectively **Covenants**), described in the 6th **Schedule** below.
- 8.3.5 **Indemnification by Buyer:** indemnification by the Buyer about 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 Seller and/or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Seller and/or its successors-in-interest by reason of any default of the Buyer.

8.3.6 No Alteration by Buyer: The Buyer shall not be entitled to make any changes in the elevation and layout of the Said Flat and/or the Block/Building Complex under any circumstances either before or after the possession of the Said Flat is handed over to the Buyer. In the event the Seller, Maintenance Organization, Association and/or Sanctioning Authority comes to know of any such change made by the Buyer, then the Seller, Maintenance Organization, Association and/or Sanctioning Authority shall be entitled to demolish the said changes and restore the Said Flat at the cost of the Buyer. In the event, any change is made by the Buyer after the date of registration of Deed of Conveyance, then also the Seller, Maintenance Organization, Association and/or Sanctioning Authority shall be entitled to demolish the additions/changes and restore the Said Flat to its original position at the cost of the Buyer. The Buyer shall be liable to make the payment of the cost without raising any objection as the same is done due to default by the Buyer.

9. Possession :

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

10. Outgoings :

10.1 Payment of Outgoings : All Municipal taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period till the date 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 Seller and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat And Appurtenances shall be borne, paid and discharged by the Buyer from the Date Of Possession.

11. Holding Possession:

11.1 Buyer Entitled: The Seller hereby covenants that the Buyer and/or the Buyer's successors-in-interest or heirs, nominees or assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use, enjoy, transfer, gift and/or otherwise dispose off 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 Seller or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Seller.

12. Further Acts:

12.1 Seller to do: The Seller hereby covenants that the Seller or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or the Buyer's successors-in-interest, 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. General :

- 13.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 13.2 **Over Riding Effect:** In pursuance to the Said Agreement, the title of the Said Flat And Appurtenances is being transferred by this deed of conveyance.

14. Interpretation:

- 14.1 **Number:** Words denoting the singular number, include, where the context permits and requires, the plural number and vice versa.
- 14.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 14.3 **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.
- 14.4 **Documents:** A reference to a document includes an amendment and supplement to or replacement or novation of that document.

1st Schedule Part-I (Said Premises)

ALL THAT the Land measuring about approximately 02 Bigha 02 Cottah 08 Chittack, equivalent to 42.50 Cottah together with various dilapidated structures standing thereon, situate, lying at and being Municipal Premises No. 177, Manicktala Main Road, Police Station Phool Bagan, Kolkata – 700054, within Ward No. 31 of the Kolkata Municipal Corporation, Sub-Registry office Sealdah, delineated on **Plan-A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as under :

ON THE NORTH	: By Manicktala Main Road
ON THE SOUTH	: By Premises No. 32/1, Ramkrishna Samadhi Road
ON THE EAST	: By Premises No.176/H/7, Manicktala Main Road
ON THE WEST	: By Premises No.179A/1A, Manicktala Main Road

Part-II (Devolution Of Title)

- A) By a registered Deed of Sale dated 26th September, 1919 (in Bengali language) registered in the office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 56, Pages 272 – 276, being No. 4649 for the 1919, one Rakhal Chandra Dey, sold, transferred and conveyed, Premises No. 102, Manicktala Main Road, Kolkata containing an area of 1 bigha, 2 cottahs and 8 chittacks, **(First Land)** more or less to one Sriyukta Babu Bhutnath Ghosh, absolutely and forever.
- B) During the lifetime of Sriyukta Babu Bhutnath Ghosh, several structures were constructed by him, in the First Land.
- C) On or about 29.10.1928 the said Babu Bhutnath Ghosh, died intestate leaving his two sons, viz., Shri Dhananjoy Ghosh and Sri Madan Mohan Ghosh, as his only legal heirs, who became the absolute joint owners of the First Land.
- D) By a registered Deed of Sale dated 22nd September, 1933 (in Bengali language) registered in the office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 26, Pages 135 – 139, being No. 1510 for the year 1933 one Smt. Nani Bala Dassi, sold, transferred and conveyed undivided half share of 1 Bigha Land in Premises No. 178, Manicktala Main Road (formerly 103, Manicktala Main Road), Kolkata **(undivided half share of Second Land)** to Sri Dhananjoy Ghosh and Sri Madan Mohan Ghosh, both sons of Late Bhutnath Ghosh, absolutely and forever.
- E) By another registered Deed of Conveyance dated 22nd September, 1933, (in Bengali language) registered in the office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 25, Pages 204 - 209, being No. 1511 for the year 1933, Kanai Lal Belel, Balai Chand Belel, , Pratap Chandra Belel and Lakshmi Narayan Belel, both minor sons of Late Chandi Charan Belel, represented by their guardian Smt. Sailabala Dassi, wife of Late Chandi Charan Belel, sold, transferred and conveyed undivided half share of 1 Bigha Land in Premises No. 178, Manicktala Main Road (formerly 103, Manicktala Main Road), Kolkata **(undivided half share of Second Land)** to Sri Dhananjoy Ghosh and Sri Madan Mohan Ghosh, both sons of Late Bhutnath Ghosh, absolutely and forever, who became the absolute joint owners of the Second Land.
- F) It appears from the record of the Kolkata Municipal Corporation that the then Premises No. 102, Manicktala Main Road was renumbered as 177, Manicktala Main Road.
- G) It also appears from the records of Kolkata Municipal Corporation that the First Land and the Second Land were amalgamated and renumbered as Premises No. 177, Manicktala Main Road, measuring 2 bighas 2 cottahs and 8 chittacks. (said premises). It also appears that the name of Dhananjay Ghosh and Madan Mohan Ghosh was recorded as the joint owners of the said premises.
- H) After the amalgamation and recording of the names of Dhananjoy Ghosh and Madan Mohan Ghosh, some more structures were constructed in the Said Premises by the owners and the same were occupied by the tenants/trespassers.
- I) Dhananjoy Ghosh died intestate on 30.01.2001 leaving behind his following heirs :

1. Dilip Ghosh (Son)
2. Nemai Ghosh (Son)
3. Prabir Ghosh (Son)
4. Smt. Baby Sarkar (Daughter)
5. Smt. Chabi Ghose (Daughter)
6. Smt. Jharna Ghosh (Daughter)
7. Smt. Manju Ghosh (Daughter)

K) By a Memorandum of Understanding dated 22nd March, 2003, Madan Mohan Ghosh (being owner of ½ undivided share in the Said Premises) and above named heirs of Late Dhananjay Ghosh (being joint owner of ½ undivided share in the Said Premises) agreed to sell the Said Premises to Ideal Real Estates Pvt. Ltd. (the Vendor herein) for a total consideration of Rs.55,00,000/- (Rupees Fifty Five Lakhs) subject to certain terms and conditions as mentioned therein.

L) Madan Mohan Ghosh died intestate on 11.12.2010 leaving behind his following heirs :

1. Maya Rani Ghosh (wife)
2. Sri Goutam Ghosh (Son)
3. Sri Biswajit Ghosh (Son)
4. Sri Sujit Ghosh (Son)
5. Sri Avijit Ghosh (son)
6. Smt. Biva Pal (Daughter)
7. Smt. Sarmistha Ghosh (Daughter)

M) In view of above the aforesaid legal heirs of Late Dhananjay Ghosh and Late Madan Mohan Ghosh became the absolute lawful owners of the Said Premises with marketable and saleable right, title and interest howsoever subject to the said occupants/trespassers. .

N) The consideration mentioned in the Memorandum of Understanding dated 22nd March, 2003, was renegotiated between all the heirs of the said Dhananjay Ghosh and Madan Mohan Ghosh and Ideal Real Estates Pvt. Ltd. (the Vendor herein) the Owners sold transferred and conveyed to Ideal Real Estates Private Limited (the Vendor herein), and in pursuance thereto the Said Premises by a Deed of Conveyance registered in the office of the D.S.R.-III, South 24 Parganas in Book No. I, CD Volume 7, Pages from 4543 – 4579, being No. 03015 for the year 2014.

O) In the circumstances the Vendor herein has become and is the sole and absolute owner of the Said Premises.

2nd Schedule Part-I

(Said Flat)

Residential Flat No. _____, _____ floor, carpet area approximately _____ (_____) square feet, alongwith an exclusive balcony/terrace measuring carpet area of _____ (_____) Square feet forming part of the Said Complex named ***Ideal Royale***, to be constructed on the Said Premises described in the **1st Schedule** above. The layout of the Said Flat is delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon. And _____ (_____) covered/open/basement/covered dependent/open dependent Parking Space No/s. _____ in the basement/ground floor for the parking of medium sized car/cars, delineated on the **Plan C** annexed hereto and bordered in colour **Red** thereon.

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

The Said Flat, being the flat described in **Part-I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in Said Premises described in **Part-I** of the **1st Schedule** above, as is attributable to the Said Flat.

The Share In Common Portion, being undivided, impartible, proportionate and variable share and/or interest in the Common Portion described in the **3rd Schedule** below, as is attributable to the Said Flat.

The Other Rights being all other rights appurtenant to the Said Flat and the Parking Space.

3rd Schedule
(Common Portion)
Part-I

(Common Portion as are common between the co-owners of the complex):

1. Areas:

- (a) Covered paths and passages, lobbies, staircases, landings and open paths and passages appurtenant or attributable to the complex.
- (b) Stair head room, caretaker room and electric meter room of the complex.
- (c) Lift machine room, chute and lift well.
- (d) Common installations on the roof above the top floor of the Building.
- (e) Common staff toilet in the ground floor of the Building.
- (f) Ultimate/Top roof above the top floor of the building.

2. Water And Plumbing:

- (a) Overhead water tank, water pipes, sewerage pipes of the complex (save those inside any Flat).
- (b) Drains, sewerage pits and pipes (save those inside any Flat) or attributable thereto.

3. Electrical & Miscellaneous Installations:

- (a) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the flats in the complex and Common Areas within or attributable to the complex.
- (b) Lift and lift machinery of the Building.
- (c) Firefighting equipment and accessories in the complex as directed by the Deputy Director of West Bengal Fire & Emergency Services.

4. Others:

Other areas and installations and/or equipment as are provided in the complex for common use and enjoyment.

Part- II

(Building Complex Common Areas)

(Common Areas as are common between the co-owners contained in the Building Complex):

1. Areas:

- (a) Open and/or covered paths and passages inside the Building Complex.
- (b) Boundary wall around the periphery of the Building Complex and decorative gates for ingress and egress to and from the Building Complex.
- (c) Visitors' car park.

2. Water And Plumbing:

- (a) Centralised water supply system for supply of water in common in the Building Complex.
- (b) Main sewer, drainage and sewerage pits and evacuation pipes in the Building Complex.
- (c) Pumps and motors for water system and Common Areas.

3. Electrical And Miscellaneous Installations:

- (a) Wiring and accessories for lighting of Common Areas of the Building Complex.
- (b) Installation relating to sub-station and common transformer for the Building Complex.
- (c) Generator(s) and accessories for provision of stand-by power to the Common Areas of the Building Complex.
- (d) Common firefighting equipment for the Building Complex, as directed by the Deputy Director of West Bengal Fire & Emergency Services.

Other Common Areas and installations and/or equipment as are provided or may be provided in future in the Building Complex for common use and enjoyment of all Flat owners.

Note: The space(s) reserved for the covered or open car parking spaces allotted to some flat owners and in respect of which "Right to Use" has been given or the space reserved or alienated to any third party shall not form part of the Common Portion under any circumstance.

(Common Expenses/Maintenance Charges)

1. **Maintenance** :All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the Common Areas including all exterior and interior walls (but not inside any Flat) and in particular the roof to the extent of leakage from the upper floors.
2. **Operational**: All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Areas including transformer, generator, lift, water pump and light etc. and also the costs of repairing renovating and replacing the same.
3. **Staff**: The salaries and all other expenses of the staff to be employed for the common purposes (including for the running of the Residents' Club) viz. manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits.
4. **Club Expenses**: All costs and expenses for the maintenance, renovation, building, rebuilding, up keep and running of all the facilities of the Residents' Club net of receipts on account of fees and charges (except admission fees, if any).
5. **Taxes & Levies** :Municipal rates, taxes and levies and all other outgoings for the Common Areas or for the Said Portion or for the Building Complex **Save** the taxes determined and payable by the Flat Owners for their respective Flats upon separate assessment.
6. **Insurance**: All expenses for insuring and obtaining an insurance policy or policies covering the Said Complex.
7. **Maintenance Organisation**: Establishment and all other expenses of the Maintenance Organisation or any agency looking after the Common Areas.
8. **Reserves**: Creation of funds for replacement, renovation and/or other periodic expenses.
9. **Facilities**: All costs and expenses incurred for the installation, maintenance, upkeep and running of the facilities as more fully described in Part-I and Part-II of the 3rd Schedule.
10. **Others**: All other expenses and/or outgoings as may be determined by the Developer/Maintenance Organisation for the common purposes.

5th Schedule (Easements and Reservations)

The Buyer and the Co-Owners shall allow each other, the Seller and the Association/ Maintenance Company, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

1. **Right of Common Passage on Common Portion**: The right of common passage, user and movement on all Common Portion.

2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Premises and the Said Complex, including the Flats and the Common Portion.
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Complex by other and/or others thereof.
4. **Absolute, Unfettered and Unencumbered Right Over Common Portion:** The absolute, unfettered and unencumbered right over the Common Portion **subject to** the terms and conditions herein contained.
5. **Rights, Support, Easements and Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed by other and/or others thereof.
6. **Right to Enter Upon any Flat:** The right, with or without workmen and necessary materials, to enter upon the Said Complex or any Flat for the purpose of repairing any of the Common Portion or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (Forty-Eight) hours prior notice in writing to the Co-Owners affected thereby.

6th Schedule (Covenants, Rules And Regulations)

1. **Buyer Aware of and Satisfied with Common Portion and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portion, Specifications and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex to the extent already constructed and has agreed that the Buyer shall neither has nor shall claim any right over any portion of the Said Complex and the Said Premises **save and except** the Said Flat And Appurtenances.
2. **Buyer to Mutate and Pay Municipal rates and taxes:** the Buyer shall (1) get his/her/their/its names mutated in the records of KMC within reasonable time from the date of this Conveyance, (2) pay the costs, expenses, deposits and charges for KMC tax, surcharge, levies, cess etc. (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the names of the Buyer) and (3) shall pay compound interest @ % (percent) per month or part thereof on the amount payable to the Seller towards proportionate tax paid by the Seller after the Date Of Possession.
3. **Buyer to Mutate:** the Buyer shall (1) get his name mutated in the records of the concerned authorities within reasonable time from the date of this Conveyance (2) pay the costs, expenses, deposits and charges for land revenue, surcharge, levies, cess etc. (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the names of the Buyer) and (3) shall pay compound interest @ % (percent) per month or part thereof on the amount payable to the Seller towards proportionate land revenue paid by the Seller after the Date Of Possession.
4. **No Obstruction to Facility Manager:** It is agreed that the monthly fees/maintenance charges chargeable by the Facility Manager shall be inclusive of Facility Manager's profit and

the Buyer shall not be entitled to challenge such fixation of fees by the Seller or the Association.

5. **Buyer to Pay for Common Expenses/Maintenance Charges:** The Buyer shall reimburse the Common Expenses/Maintenance Charges on the basis of the bills to be raised pursuant to costs incurred by the Facility Manager.
6. **Buyer to Pay Interest for Delays and/or Defaults:** In the event the Buyer delays or defaults in payment of any bill raised by the Facility Manager/Association, the Buyer shall pay interest @ % (percent) per month or part thereof on the amount payable to the Facility Manager, as per rules as may be framed by the Association from time to time.
7. **No Obstruction by Buyer to Further Construction:** The Buyer covenants not to obstruct or object to the Seller constructing / completing Common Portion as well as any other sanctioned area in the Said Complex. The Buyer also admits and accepts that the Seller and/or employees and/or agents and/or contractors of the Seller shall be entitled to use and utilize the Common Portion for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
8. **No Rights of or Obstruction by Buyer:** All open areas in the Said Complex/Said Premises proposed to be used for open car parking spaces do not form part of the Common Portion within the meaning of this Conveyance and the Seller shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
9. **Variable Nature of Land Share and Share In Common Portion:** The Buyer fully comprehends and accepts that (1) the Land Share and the Share In Common Portion is a notional proportion that the Said Flat bears to the currently proposed area of the Said Complex, (2) if the area of the Said Complex is increased/recomputed by the Seller, the Buyer shall not question any variation of the Land Share and the Share In Common Portion, (3) the Buyer shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portion and (4) the Land Share and the Share In Common Portion 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 Seller, in its absolute discretion.
10. **Obligations of Buyer:** On and from the Date Of Possession, the Buyer shall:
 - 10.1 **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and the Said Premises by the Facility Manager.
 - 10.2 **Observe Rules:** observe the rules framed from time to time by the Association for the beneficial common enjoyment of the Said Complex and the Said Premises.
 - 10.3 **Pay Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances.
 - 10.4 **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Seller or to the other co-owners of the Said Complex. The main electric meter shall be installed only at the common meter space in the Said Complex. 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 Complex, the

Said Premises and outside walls of the Said Complex save in the manner indicated by the Seller or the Association (upon formation).

- 10.5 **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 Buyer shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, hotel, restaurant, nursing home, club, school or other public gathering place. However, the buyer can use the Said Flat as Transit Flat, Mess and Chummary for its own employees.
- 10.6 **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Seller or the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Seller/Association (as the case may be) as estimated by the Seller/Association.
- 10.7 **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portion of the Said Complex.
- 10.8 **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portion, under any circumstances.
- 10.9 **No Changing Name:** not change/alter/modify the names of the Said Complex from those mentioned in this Conveyance.
- 10.10 **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- 10.11 **No Storage in Common Portion:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portion.
- 10.12 **No Obstruction of Common Portion:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- 10.13 **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for use of the Common Portion.
- 10.14 **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portion **save** at the places indicated therefor.
- 10.15 **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portion.
- 10.16 **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.

- 10.17 **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portion or outside walls of the Said Flat/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat. Further provided that the Seller/Association shall be entitled to put signage/name of the building at the cost of the Association.
- 10.18 **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- 10.19 **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- 10.20 **Not Changing Space for AC Installation:** not to shift or change the location of the outdoor unit of air-conditioner(s) and/or exhaust fan(s), installed by the Seller under any circumstances without the previous written consent of the Seller / Management organization/ Association.
- 10.21 **Not to make hole:** not to neither make any hole either to the beams or to the pillars nor put any weight/load on the beams and pillars.
- 10.22 **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- 10.23 **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- 10.24 **No Damages to Common Portion:** not damage the Common Portion 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.
- 10.25 **Notification Regarding Letting:** If the Buyer let out or sell the Said Flat And Appurtenances or portion thereof, the Buyer shall immediately notify the Seller/Association (upon formation) of the tenant's/transferee's address and telephone number.

15. Execution and Delivery

- 15.1 **In witness whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

(Ideal Real Estates Private Limited)
[Seller]

[Buyer]

Drafted by me:

Advocate, High Court, Calcutta

Witnesses:

1.

2.

Dated this ____ day of _____, 201

Between

Ideal Real Estates Private Limited

...Seller

And

... Buyer

CONVEYANCE

Ideal Royale

177, Manicktala Main Road,
Police Station Phool Bagan, Kolkata – 700054

Advocates