

CONVEYANCE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Priyama Majumdar alias Priyam Mozumdar**, wife of Udayshankar Majumder *alias* Uday Sankar Mozumdar, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police Station Sonarpur, Post Office -Narendrapur, District - South 24 Parganas [**PAN AERPM1388J**]
 - 3.2 **Udayshankar Majumdar alias Uday Sankar Mozumdar**, son of Biswasundar Mozumdar *alias* Bishwasundar Majumder, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police

Station Sonarpur, Post Office Narendrapur, South 24 Parganas [**PAN AHCPM2288H**]

- 3.3 **Priyanka Sarkar**, wife of Koushik Sarkar, residing at Vivekananda Sarani, Block V, Kolkata-700129, Police Station Barasat, Post Office Madhyamgram, District North 24 Parganas [**PAN CDVPS3520H**]
- 3.4 **Yagnik Mazumder**, son of Uday Shankar Mazumdar, residing at 41, Kasaripara Road, Kolkata-700025, Police Station Kalighat, Post Office Kalighat [**PAN CONPM7715P**]
- 3.5 **Surajit Chakraborty**, son of Late Debendra Chakraborty, residing at 30/2, Harmohan Ghosh Lane, Kolkata-700088, Police Station Beliaghata, Post Office Phoolbagan [**PAN AIKPC9995Q**]

(collectively **Owners**, which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns)

All being represented by their Constituted Attorney namely, **Realmark Oracle Project LLP**, a Limited Liability Partnership, having its registered office at 316, Canal Street, Shreebhumi, Kolkata-700048, Police Station Lake Town, Post Office Shreebhumi [**PAN AASFR5988E**], being represented by one of its Designated Partner/Authorised Signatory namely, _____, son of _____, residing at _____

_____ [**PAN** _____]
 [appointed by virtue of General Power of Attorney dated 1st April, 2016, registered in the Office Of District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 1604-2016, at Page from 57272 to 57321, being Deed No. 160402069, for the year 2016 and supplementary Power of Attorney dated 7th February, 2017, registered in the Office Of District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 1604-2017, at Page from 13753 to 13784, being Deed No. 160400455, for the year 2017] of the **FIRST PART**;

And

- 3.6 **Realmark Oracle Project LLP**, a Limited Liability Partnership, having its registered office at 316, Canal Street, Shreebhumi, Kolkata-700048, Police Station Lake Town, Post Office Shreebhumi [**PAN AASFR5988E**], being represented by one of its Partner namely,

_____, son of _____, residing at _____
 _____ [PAN _____]

(**Developer**, which expression shall unless excluded by or repugnant to the context be deemed to include successors-in-interest and/or assigns)

And

3.6 **And**

3.7 **Sole/First Applicant:**

MR. _____, s/o, of _____ residing at _____ (PAN _____)
 _____)

Second Applicant

MRS. _____, w/o of Mr. _____
 residing at _____ (PAN _____)

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

4.1.1 **Said Flat:** Residential Flat No. _____ on _____ floor, having super built-up area of approximately _____ (_____) square feet along with one open terrace area of 193 Square feet, more or less more fully described in **Part-I** of the **2nd Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**) in the proposed named "**Realmark Oracle**" (**Said Building**), the Said Building being on a divided and demarcated portion of land comprised in Municipal Holding No. 460, N. S. Road, Police Station Sonarpur, Post Office - Narendrapore, Kolkata-700103, District 24 Parganas (South), within the limits of Rajpur-Sonarpur Municipality, Ward No. 26, more fully described in the **1st Schedule** below (**Said Property**).

4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion

which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.

- 4.1.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the **2nd Schedule** below (**Said Parking Space**), if any.
- 4.1.4 **Share In The Common Portions:** Undivided, variable, impartible, proportionate share in common areas, amenities and facilities of the Said Building (**Share In The Common Portions**), the said common areas, amenities and facilities being described in the **2nd Schedule** below (collectively **Common Portions**). The Share In The Common Portions is/shall be derived by taking into consideration the proportion which the covered area of the Said Unit bears to the total covered area of all the Units in the Said Building.
- 4.1.5 **Other Rights:** All other rights appurtenant to the Said Unit.
- 4.1.6 **Said Unit And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3, 4.4 and 4.5 above, which are collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Unit And Appurtenances**).

5. Background

- 5.1 **First Purchase of Priyama Majumdar alias Priyam Mozumdar:** By a *Bengali* Deed of Conveyance dated 9th October, 2002, registered in the Office of the District Sub-Registrar, IV, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 126, at Pages 167 to 174, being Deed No. 5242, for the year 2002, Surendra Mitra and Chandra Shekhar Paramanick jointly sold to Priyama Majumdar *alias* Priyam Mozumdar (Owner No. 3.1 herein) **All That** the piece and parcel of land classified as '*Danga*', admeasuring an area of 6 (six) *cottah*, more or less, comprised in R.S. *Dag* No. 2180, corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 24 of the Rajpur - Sonarpur Municipality (**First Portion of Priyama Majumdar's Property**).
2. **Second Purchase of Priyama Majumdar alias Priyam Mozumdar:** By another *Bengali* Deed of Conveyance dated 29th December, 2006, registered in the Office of the District Sub-Registrar, IV, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 20, at Page from 2394 to 2413, being Deed No. 06232, for the year

2009, Ramendra Prasad Roy, Anjali Sengupta and Namita Das jointly sold to Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) **All That** the piece and parcel of land classified as 'Danga', admeasuring an area of 4 (four) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less, comprised in R.S. *Dag* No. 2180 corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 24 of the Rajpur - Sonarpur Municipality (**Second Portion of Priyama Majumdar's Property**).

3. **Ownership of Priyama Majumdar *alias* Priyam Mozumdar:** Thus, by virtue of the aforesaid 2 (two) deeds, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) has become the absolute owners of the First Portion of First Property and Second Portion of First Property, collectively admeasuring an area of 10 (ten) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less Together With *pucca* structure standing thereon admeasuring an area of 2100 (two thousand and one hundred) square feet, more or less, Together With all easements rights thereto and right to use the Common Passage (collectively **Priyama Majumdar's Property**).
4. **First Gift in favour of Priyanka Sarkar:** By a *Bengali* Deed of Gift dated 20th January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2016, at Page from 11553 to 11574, being Deed No. 160800522, for the year 2016, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) gifted **All That** the undivided, undemarcated piece and parcel of land admeasuring an area of area of 2 (two) *cottah*, out of the Priyama Majumdar's Property, to Priyanka Sarkar (the Owner No. 3.3 herein) (**Priyanka Sarkar's Property**).
5. **Second Gift in favour of Surajit Chakraborty:** By a *Bengali* Deed of Gift dated 20th January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2016, at Page from 11530 to 11552, being Deed No. 160800521, for the year 2016, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) gifted area of 2 (two) *cottah*, out of the Priyama Majumdar's Property, to Surajit Chakraborty (the Owner No. 3.5 herein) (**Surajit Chakraborty's Property**).

6. **Ownership of First Property:** Thus in the aforesaid circumstances, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 3.1 herein) has become the absolute owner of the balance of the Priyama Majumdar's Property, being land measuring 6 (six) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less Together With *pucca* structure standing thereon admeasuring an area of 2100 (two thousand and one hundred) square feet, more or less, Together With all easements rights thereto and right to use the Common Passage (**First Property**).
7. **First Purchase by Udayshankar Majumder *alias* Uday Sankar Mozumdar:** By a *Bengali* Deed of Sale dated 12th March, 2001, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 44, at Pages 305 to 312(B), being Deed No. 2573, for the year 2001, Pritikana Roy and Ramendra Prasad Roy sold **All That** the piece and parcel of land admeasuring an area 10 (ten) *cottah*, more or less, comprised in R.S. *Dag* No. 2180, corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 24 of the Rajpur - Sonarpur Municipality (**First Portion of Udayshankar Majumder's Property**).
8. **Second Purchase by Udayshankar Majumder *alias* Uday Sankar Mozumdar:** By another *Bengali* Deed of Sale dated 24th August, 2015, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2015, at Pages 63147 to 63171, being Deed No. 160406444, for the year 2015, Prasun Sengupta (represented by his constituted attorney namely, Sanjoy Das), sold **All That** the piece and parcel of land admeasuring an area of 2 (two) *cottah* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 2180/2946 and 2179 corresponding to L.R. *Dag* Nos. 2163 and 2164, recorded in L.R. *Khatian* No. 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality (**Second Portion of Udayshankar Majumder's Property**).
9. **Ownership of Udayshankar Majumder *alias* Uday Sankar Mozumdar:** Thus, Udayshankar Majumder *alias* Uday Sankar Mozumdar (the Owner No. 3.2 herein) has become the absolute owner of First Portion of Udayshankar Majumder's Property and Second Portion of Udayshankar Majumder's Property, collectively

Udayshankar Majumder's Property, measuring 12 (twelve) *cottah*, and 15 (fifteen) square feet, more or less (**Udayshankar Majumder's Property**).

10. **Gift in favour Yagnik Mozumdar:** By a *Bengali* Deed of Gift dated 20th January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 1608-2016, at Pages from 11509 to 11529, being Deed No. 160800520, for the year 2016, Udayshankar Majumder *alias* Uday Sankar Mozumdar (the Owner No. 3.2 herein), gifted **All That** the undivided, undemarcated piece and parcel of land admeasuring an area of 4 (four) *cottah*, more or less out of Udayshankar Majumder's Property (**Yagnik Mozumdar's Property**).
11. **Ownership of Second Property:** Thus in the aforesaid circumstances, Udayshankar Majumder *alias* Uday Sankar Mozumdar (the Owner No. 3.2 herein) has become the absolute owner of the remaining portion of Udayshankar Majumder's Property, being land admeasuring an area of 8 (eight) *cottah*, and 15 (fifteen) square feet, more or less (**Second Property**).
12. **First Purchase by Priyanka Sarkar And Others:** By a *Bengali* Deed of Conveyance dated 24th July, 2015, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 1608-2015, at Pages from 28904 to 28925, being Deed No. 160804560, for the year 2015, Biswajit Ghosh and Lakshmi Bhattacharjee sold **All That** the piece and parcel of land admeasuring an area of 5 (five) *cottah* 3 (three) *chittack* and 38 (thirty eight) square feet, more or less, comprised in R.S. *Dag* Nos.2180 and 2180/2946 corresponding to L.R. *Dag* Nos. 2162 and 2163, recorded in L.R. *Khatian* No.697, 909 and 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality, to Priyanka Sarkar (the Owner No. 3.3 herein), Yagnik Mazumder (the Owner No. 3.4 herein) and Surajit Chakraborty (the Owner No. 3.5 herein) [collectively **Priyanka Sarkar And Others**] (**Priyanka Sarkar And Others' First Property**).
13. **Second Purchase by Priyanka Sarkar And Others:** By a *Bengali* Deed of Conveyance dated 24th July, 2015, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 1608-2015, at Pages from 28883 to 28903, being Deed No. 160804559, for the year 2015, Biswajit Ghosh and

Lakshmi Bhattacharjee sold **All That** the piece and parcel of land admeasuring an area of 7 (seven) *cottah* 8 (eight) *chittack* and 7 (seven) square feet, more or less, comprised in R.S. *Dag* No. 2179 and 2181 corresponding to L.R. *Dag* Nos. 2164 and 2166, recorded in L.R. *Khatian* No. 697, 909 and 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality, to **Priyanka Sarkar And Others (Priyanka Sarkar And Others' Second Property)**.

14. **Ownership of Third Property:** Thus, Priyanka Sarkar (the Owner No. 3.3 herein), Yagnik Mazumdar (the Owner No. 3.4 herein) and Surajit Chakraborty (the Owner No. 3.5 herein) have become the absolute owners of land measuring 20 (twenty) *cottah* and 12 (twelve) *chittack*, more or less [comprising of Priyanka Sarkar's Property, Surajit Chakraborty's Property, Yagnik Mozumdar's Property, Priyanka Sarkar And Others' First Property and Priyanka Sarkar And Others' Second Property] (**Third Property**).
15. **Absolute Ownership of Owners:** In the aforesaid circumstances, the Owners have become the absolute owners of the First Property, the Second Property and the Third Property, collectively the Said Property. The Owners have recorded their names in the records of the Land Revenue Officer, vide L.R. *Khatian* Nos.1628, 1629, 2307, 2308 and 2309
- 5.1 **Development Agreement:** For the purpose of developing and commercially exploiting the Said Property by construction and selling various flats/spaces therein (collectively **Flats**), the Owners entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing entered into between the Owners of the one part and the Developer of the other part dated 16th March, 2016, registered in the Office of District Sub-Registrar-IV, Alipore, South 24 Parganas, recorded in Book No. I, CD Volume No. 1604-2016, at Pages from 51248 to 51342, being Deed No. 160401792 for the year 2016 and supplementary Development Agreement dated 7th February, 2017, registered in the Office of District Sub-Registrar-IV, Alipore, South 24 Parganas, recorded in Book No. I, CD Volume No. 1604-2017, at Pages from 13785 to 13821, being Deed No. 160400456 for the year 2017 (**Development Agreement**). In terms of the Development Agreement, the Developer

has become entitled to sell, transfer, encumber or otherwise alienate or dispose of certain numbers of Flats, Parking Spaces and other saleable spaces and to appropriate the entire consideration thereof.

- 5.2 **Sanctioned Plans:** Pursuant to the Development Agreement, for construction of the Said Building, the Developer has got a building plan sanctioned by Rajpur-Sonarpur Municipality, being Approval No. 265/CB/26/25 dated 9th February, 2017 (**Sanctioned Plans**, which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, from time to time by Rajpur-Sonarpur Municipality and other Authorities).
- 5.4 **Scheme of Developer:** The Developer formulated a scheme for developing and construction the Said Building, where under the Developer shall nominate the Intending Purchaser to purchase from the Vendors undivided, variable, impartible, proportionate share in the land contained in the Said Property and the benefit of the Plans attributable to the Units, which the Intending Purchaser shall purchase, conditional upon the Intending Purchaser purchasing from the Developer the concerned Units, the parking spaces and the undivided, variable, impartible, proportionate share in the Common Portions as be attributable to such Units.
- 5.5 **Approach by Purchasers:** The Purchasers approached the Developer to purchase the Said Unit And Appurtenances described in **Part-II** of the **6th Schedule** below, which is comprised in the Developer's Area.
- 5.6 **Sale Agreement:** By an agreement dated _____, (**Sale Agreement**), the Developer has agreed:
- 5.15.1 **Land Share etc.:** To nominate the Purchasers to purchase the Land Share and the benefits of the Plans relating to the Said Unit and the Share In The Common Portions from the Vendors and the Vendors, accepting such nomination, have agreed to convey and transfer the same;
- 5.15.2 **Said Unit And Appurtenances.:** To sell and convey to the Purchasers the Said Unit and the Share In The Common Portions, collectively being the Said Unit And Appurtenances described in **Part-II** of the **6th Schedule** below.
- 5.7 **Conveyance to the Purchasers:** In pursuance of the Sale Agreement, the Vendors and the Developer are completing the sale of the Said

Unit And Appurtenances in favour of the Purchasers, by these presents.

6. Transfer

6.1 **Hereby Made:** The Vendors and the Developer hereby sell, convey and transfer to and unto the Purchaser, absolutely and for ever, free from all encumbrances of any and every nature whatsoever, the Said Unit And Appurtenances described in **Part-II** of the **6th Schedule**, in the manner below.

6.2 **By Vendors:** At the request of the Developer, the Vendors, accepting the Purchasers as the nominees of the Developer, are hereby selling, conveying and transferring to the Purchasers:

6.2.1 **Land Share:** The Land Share, i.e. an undivided, variable, impartible, proportionate share in the land contained in the Said Property described in the **1st Schedule** below, as is attributable to the Said Unit.

6.3 **By Developer:** The Developer is hereby selling, conveying and transferring to the Purchasers:

6.3.1 **Said Unit:** The Said Unit, described in **Part-I** of the **6th Schedule** below.

6.3.2 **Share In The Common Portions:** The undivided, variable, impartible, proportionate share in the Common Portions, described in the **2nd Schedule** below, as is attributable to the Said Unit.

6.3.3 **Other Rights:** All other rights appurtenant to the Said Unit.

7. **Consideration:** The aforesaid transfer of the Said Unit And Appurtenances is being made in consideration of a sum of Rs. _____/- **(in words) (Consideration)** receipt of which the Vendors and the Developer hereby as well as in the Memo of Receipts below written, admit and acknowledge, which includes (1) the consideration (pecuniary as well as area) received by the Vendors through the Developer towards price of the Land Share and benefit of the Plans relating to the Said Unit and undivided, variable, impartible, proportionate benefit of the Plans relating to the Common Portions, as is attributable to the Said Unit and (2) the consideration received by the Developer towards price of the Said Unit and Share In The Common Portions, and the Vendors and the Developer hereby admit and acknowledge the same.

8. Terms of Transfer

8.1 **Conditions Precedent:**

- 8.1.1 **Title, Plan and Construction:** The Purchasers have examined or caused to be examined the following and the Purchasers are 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 Vendors and/or the Developer in respect of the Said Property, the Said Building and the Said Unit And Appurtenances;
 - (b) The Plans sanctioned by the Municipality;
 - (c) The construction and completion of the Said Building, the Common Portions and the Said Unit And Appurtenances including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.1.2 **Measurement:** The Purchasers are satisfied regarding the same and agree and covenant not to ask for any details or question regarding the computation of area or make any claims in respect thereof.
- 8.2 **Salient Terms:** The transfer of the Said Unit And Appurtenances being effected by this Conveyance is:
- 8.2.1 **Sale:** a Sale within the meaning of the Transfer of Property Act, 1882.
 - 8.2.2 **Absolute:** absolute, irreversible and for ever.
 - 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges mortgages, trusts, debaters, reversionary rights, residuary rights, claims and statutory prohibitions.
 - 8.2.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **2nd Schedule** below, in common with the other Intending Purchaser, the Developer and the Vendors.
 - 8.2.5 **Other Rights:** Together with all other rights appurtenant to the Said Unit And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Unit And Appurtenances being effected by this Conveyance is subject to:
- 8.3.1 **Payment of Common Expenses:** the Purchasers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses**), indicative list of which is given in the **3rd Schedule** below, to the Association (defined in Clause 3.1 of the **5th Schedule** below).
 - 8.3.2 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easement And Quasi-easement**), described in the **4th Schedule** below.

- 8.3.3 **Observance of Covenants:** the Purchasers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5th Schedule** below.
- 8.3.4 **Indemnification by Vendors:** indemnification by the Vendors about the correctness of their title. This Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors.
- 8.3.5 **Indemnification by Purchasers:** indemnification by the Purchasers about the Purchasers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchasers hereunder. The Purchasers agree to keep indemnified the Vendors and the Developer and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendors and the Developer and/or their successors-in-interest by reason of any default of the Purchasers.

9. Possession

- 9.1 **Delivery of Possession:** Khas, vacant, peaceful and satisfactory possession of the Said Unit And Appurtenances has been handed over by the Developer to the Purchasers which the Purchaser admit, acknowledge and accept.

10. Outgoings

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

11. Holding Possession

- 11.1 **Purchaser Entitled:** The Developer and the Vendors hereby covenant that the Purchasers shall and may, from time to time, from the date of possession, peacefully and quietly enter into, hold, possess, use and enjoy the Said Unit 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or the Developer or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors or the Developer.

12. General

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

13. Interpretation

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

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

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

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

1st Schedule (Said Property)

All That land measuring 35 (thirty five) *cottah* 4 (four) *chittack* and 14 (fourteen) square feet, more or less, comprised in R.S. *Dag* Nos.2179, 2180, 2180/2946 and 2181, corresponding to L.R. *Dag* Nos. 2162, 2163, 2164 and 2166, recorded in R.S. *Khatian* No. 782 corresponding to L.R. *Khatian* Nos. 1628, 1629, 2307, 2308 and 2309, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, comprising of Municipal Holding No. 460, N.S. Road, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality.

2nd Schedule (Common Portions)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the Said Property.

4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Said Property.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures as allocated by the Vendors.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the Said Property.
11. Lifts and their accessories installations and spaces required therefore.
12. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the Said Property and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.
13. Demarcated portion of Roof for common use.

3rd Schedule (Common Expenses)

1. **Maintenance:** All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Unit) walls of the Said Building.
2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, generator, fire fighting equipment, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Common Portions.
3. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, including durwans, sweepers, plumbers, electricians etc. and their perquisites, bonus and other emoluments and benefits.

4. **Association:** Establishment and all other expenses of the Association (defined below) including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the Association.
5. **Insurance:** Insurance premium and other expenses for insuring the Said Building and/or the Common Portions, inter alia, against earth quake, fire, mob violence, damages, civil commotion, lighting etc.
6. **Fire Fighting:** Costs of operating and replacing the fire fighting equipments.
7. **Common Utilities:** All charges and deposits for supplies of common utilities, in common.
8. **Electricity:** Electricity charges for the electrical energy consumed for the Common Portions.
9. **Litigation:** All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Portions.
10. **Rates And Taxes:** Municipal Tax, Water Tax, Urban Land Tax and other levies in respect of the Said Property and the Said Building save those separately assessed on the Purchasers.
11. **Reserves and Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the Developer to be necessary or incidental or liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Common Portions.

4th Schedule (Easements and Quasi-easements)

The Purchasers and the other Intending Purchasers shall allow each other, the Vendors, the Developer and the Association (defined below), the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchasers shall also be entitled to the same:

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

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

5th Schedule (Covenants)

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

- 1.2.3 **All Dues Clear:** All dues including outstanding amounts, interest, Common Expenses, electricity charges, Municipal and other taxes etc. relating to the Said Unit And Appurtenances payable to the Association and the Corporation respectively shall be paid by the Purchasers in full prior to the proposed transfer. Such dues, if any, shall in any event, be a charge on the Said Unit And Appurtenances.
- 1.2.4 **No Confirming Parties:** The Vendors and/or the Developer shall not be required to join as confirming parties or otherwise in any agreement or deed made in respect of the Said Unit And Appurtenances by the Purchasers.
2. **Mutation, Taxes and Impositions**
- 2.1 **Mutation by Purchasers:** The Purchasers shall apply for and have the Said Unit And Appurtenances separately assessed and mutated in the name of the Purchasers.
- 2.2 **Failure of Purchasers to Mutate:** If the Purchasers fail to apply for mutation as above, the Developer shall be entitled to have the same effected and the Purchasers shall reimburse the Developer all costs and expenses incurred in this regard within 15 (fifteen) days. This is without prejudice to the other rights of the Developer.
- 2.3 **Payment of Outgoings Till Separate Assessment:** Until separate assessment of the Said Unit And Appurtenances, the Purchasers shall pay the proportionate share of the taxes and impositions (which includes Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Multistoried Building Tax, if any, Urban Land Tax, Betterment Fees, Water Tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) levied on the whole of the Said Property and the Said Building. Upon separate assessment, the Purchasers shall pay wholly all taxes and impositions, in respect of the Said Unit And Appurtenances.
- 2.4 **Penalty, Interest for Non/Delayed Payment:** The Purchasers shall be liable to pay penalty, interest, costs, charges and expenses for non/delayed payment of such taxes and impositions, proportionately or wholly, as the case may be.
- 2.5 **Effective Date for Payment by Purchasers:** All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Said Property, the Said Building and the Said Unit And Appurtenances, accruing till the Possession Date shall be paid by the Developer and those accruing for the period thereafter shall be paid by the Purchasers wholly, in case the same relates exclusively to the Said Unit And Appurtenances and proportionately, in case the same relates to the Said Property and the Said Building.

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

- 3.1 **Formation of Association:** The Developer and/or the Co-Vendors shall form a body of flat Vendors, whether registered or unregistered (**Association**), for the management and maintenance of the Common Portions.
- 3.2 **Management Till Formation of Association:** Until formation of the Association, the Developer may, from time to time, appoint ad-hoc committee or committees for such purposes and on such terms as the Developer may deem proper. The Developer, at its option, may also terminate the appointment of such ad-hoc committee or committees. The Purchasers shall not interfere or raise any objection whatsoever in or with the said functions of the Developer and/or of the Association, relating to the common purposes.
- 3.3 **Framing of Rules and Bye-laws:** The Developer and upon its formation, the Association, shall frame such rules, regulations and bye-laws for the common matters as the Developer or the Association may consider necessary but not inconsistent with the provisions herein and the Purchasers shall abide by the same for the beneficial common enjoyment of the Said Building.

4. **Association**

- 4.1 **Membership:** The Purchasers, the Vendors and also the Developer (if it retains any Unit) shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment of the Association and shall sign all forms and papers as be necessary and be reasonably required for formation of the Association.

5. **Title Deeds**

- 5.1 **Custody:** The original Deeds are in the custody of the Developer which the Developer shall hand over to the Association, upon formation. The Vendors and/or the Developer shall, arrange for inspection and production of relevant documents relating to the Said Property and/or the Said Building as required by the Purchasers.

6. **Additions, Alterations and Payment of Betterment Fees etc:**

- 6.1 **Structural Alteration/Addition:** The Purchasers shall, at the costs of the Purchasers, wholly in case it relates to the Said Unit And Appurtenances and proportionately, in case it relates to all the Units in the Said Building and/or the Common Portions, make all alterations and/or additions as be required to be made by the Kolkata Municipal Corporation or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect

thereof provided such payment of fees and/or penalties relate to the period after the date of Completion Certificate.

7. User of Said Unit and Common Portions:

7.1 What the Purchasers shall do: The Purchasers shall, at own costs and expenses:

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

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

7.1.3 Ingress and Egress: Use all paths, passages, lifts and staircases (save those reserved by the Developer/Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

7.1.4 Fixation of grills: Use and affix grills as specified by the Developer/Association.

7.2 What the Purchasers shall not do: The Purchasers shall **Not** do the following

7.2.1 No Obstruction: Obstruct the Developer or Association in their acts relating to the common purposes and obstruct the Vendors/Developer in selling or granting rights to any person on any part of the Said Property and/or the Said Building (excepting the Said Unit and Appurtenances including proportionate share in the Common Portions) and further obstruct the Vendors/Developer in selling or granting rights in the unsold open/ Covered car parking spaces to any of the Co-Vendors of the Said Building.

7.2.2 No Violating Rules: Violate any of the rules and/or regulations laid down for user of the Common Portions.

7.2.3 No Injury, Harm or Damage: Injure, harm or damage the Common Portions or any other Units in the Said Building by making any alterations or withdrawing any support or otherwise.

7.2.4 No Alteration/Withdrawing Support: Alter, modify or change in any manner any beams, columns, supports, windows, openings, outer walls, doors etc. or anything which may affect the structural strength/stability of any portion of the Said Building or open out any additional window or fix any grill or box grill or ledge or any other apparatus protruding outside the exterior of the Said Unit or any portion thereof or make any alteration or changes in pipes, conduits, cables and other fixtures and fittings which may affect the other Units

in the Said Building or the provision of utilities like electricity, water, drainage to other portions of the Said Building.

- 7.2.5 **No Alteration of Elevation and Colour Scheme:** Alter any portion, elevation or colour scheme of the externally visible portions of the Said Unit And Appurtenances and the Said Building, including windows, grills and the main door of the Said Unit other than according to the specifications of the Developer/Association and on obtaining prior written permission of the Developer/Association.
- 7.2.6 **No Throwing Refuse:** Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **Save** at the place indicated therefor.
- 7.2.7 **No Placement of Articles in Common Portions:** Place or cause to be placed any article or object in the Common Portions.
- 7.2.8 **User of Said Unit:** Use the Said Unit or any part thereof for any purpose other than for residential purpose.
- 7.2.9 **No Injurious Activities:** Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit And Appurtenances.
- 7.2.10 **No Nuisance and Annoyance:** Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the Said Building and/or the adjoining building or buildings.
- 7.2.11 **No Club, Meeting Hall, Conference Hall, Nursing Home etc.:** Use or allow the Said Unit And Appurtenances or any part thereof to be used for any club, meeting hall, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose, without the written consent of the Developer/Association.
- 7.2.12 **No Signage:** Put up or affix any sign board, name plate or other form of signage in the Common Portions or outside walls of the Said Building and/or outside walls of the Said Unit **Save** at the place or places provided therefor or approved in writing by the Developer/Association **Provided That** this shall not prevent the Purchasers from displaying a decent name plate outside the main door of the Said Unit.
- 7.2.13 **No Storing Hazardous Articles:** Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit And Appurtenances.
- 7.2.14 **No Drawing Wire/Cable:** Affix or draw any wire, cable or pipe from, to or through the Common Portions or outside walls of the Said Building

or other Units **Save** in the manner indicated by the Developer/Association.

7.2.15 **No Floor Damage:** Keep any heavy articles or things which are likely to damage the floors or operate any machine **Save** usual home appliances.

7.2.16 **No Generator:** Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Building.

7.2.17 **No Affixing Grills:** Affix or change windows or grills other than according to the approved specifications and/or without obtaining prior written permission of the Developer/ Association.

7.2.18 **No Changing Name:** Change the name of the Said Building, which shall at all times be known as ***“Realmark Vista”***.

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

8.1 **Punctual Deposit and Payments:** Deposits and payments shall be made by the Purchasers within 8 (eight) days of the Developer's /Association's leaving its bill for the same in the Said Unit and/or at the above or last notified address of the Purchasers without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever.

8.2 **Failure to Make Payment Within Time:** In the event of the Purchasers failing to make payment in the manner aforesaid, the Developer/Association shall be entitled to claim and receive interest @ 15% (fifteen percent) per annum, compoundable monthly. In the event such bills remain outstanding for more than 2 (two) months, the Developer/Association shall be entitled to withhold/discontinue all the common facilities, amenities and services to the Purchasers.

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

9. **Miscellaneous**

9.1 **No Waiver:** Any delay or indulgence by the Developer/Association in enforcing the terms of these presents or any forbearance or giving of time to the Purchasers shall not be construed as a waiver of any breach nor shall the same, in any manner, prejudice the rights of the Developer/Association.

- 9.2 **Whole and Proportionate Payment:** Amounts expressly payable by the Purchasers shall wholly be payable by the Purchasers in case the same relates only to the Said Unit And Appurtenances and proportionately in case they relate to the Said Property, the Said Building and the Common Portions.
- 9.3 **Charge:** All amounts becoming due and payable by the Purchasers and the liability for the same shall be and shall remain a charge on the Said Unit And Appurtenances.
- 9.4 **Electricity Charges:** All charges for the electricity consumed in the Said Unit shall be borne and paid by the Purchasers.
- 9.5 **Metering and Cabling:** The Purchasers shall be permitted to draw the electric lines/wires from the meter room to the Said Unit only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to either the Developer or to the other occupants of the Said Building. The main electric meter shall be installed only at the common meter room in the ground floor of the Said Building. The Purchaser shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building.
- 9.6 **Adjacent Properties to be Part of Complex:** In the event the Developer develops the adjacent properties on either side of the Said Property, then adjacent properties and the Said Property shall be treated as one single complex.
- 9.7 **Meaning of Proportionate:** The expression Proportionate with all its cognate variations wherever used in this Conveyance shall mean the proportion which the covered area of the Said Unit bears to the total covered area of all the Units in the Said Building

**6th Schedule
(Part-I)
(Said Unit)**

Residential Flat No. _____ on _____ floor the Said Building having super built-up area of **971 (Nine Hundred Seventy One)** square feet along with one open terrace of super built-up area _____ (_____) Square feet, and carpet area _____ (_____) Square feet excluding open terrace as agreed, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon, comprised in the Said Building named **Realmark Oracle**, to be constructed on the Said Property, morefully described in the **1st Schedule** above, being a Municipal Holding No. 460, N.S. Road, Police Station

Sonarpur, Post Office Narendrapur, within Ward No. 26 of the Rajpur - Sonarpur Municipality.

**Part-II
(Parking Space)**

Car Parking for Medium Sized Car – Right to Park

Sl. No.	Quantity in No.	Covered/Open
1		

**Part III
(Said Unit And Appurtenances)
[Subject Matter Of Sale]**

Said Flat, more fully described in **Part I** of the **6th Schedule** above.

And Together With undivided, impartible, proportionate share in common areas, amenities and facilities of the Said Building **And Together Also With** all other rights appurtenant to the Said Unit.

15. Execution and Delivery:

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

[Vendors]

[Developer]

[Purchasers]

Witnesses:

Signature _____	Signature _____
–	–
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____

Receipt And Memo

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

MODE	NUMBER	DATED	BANK NAME	AMOUNT (Rs.)
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[Vendors]

[Developer]

Witnesses:

Signature _____	Signature _____
—	—
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____

Drafted by