

CONVEYANCE

1. **Date:** _____

2. **Place:** Kolkata

3. **Parties**

3.1 **EXULT REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Kolkata-700071, Police Station Shakespeare Sarani (**PAN : AABCE8715C**), hereinafter referred to as the “**OWNER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or assigns) of the **FIRST PART**;

AND

IDEAL AURUM NIRMAN LLP, a Limited Liability Partnership formed and incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 50, Jawahar Lal Nehru Road, P.S. Shakespeare Sarani, P.O. Little Russel Street, Kolkata – 700 071 (**PAN: AAFI7626H**), hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and such other person or person who may

be admitted as the partners thereof and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**;

And

3.7 _____, (**PAN** _____) son/wife of _____,
residing at, _____,

(**Buyer**, includes legal heirs, legal representatives, successor in interest (as applicable) and assigns)

Vendors, Developer and **Buyer** are hereinafter referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Conveyance:

- 4.1 **Said Flat:** The residential flat described in **Part I** of the **2nd Schedule** below (**Said Flat**), forming part of the cluster of buildings comprised in the project named **Ideal Aurum (Said Complex)**, the Said Complex erected/ being erected on the land described in **Part-I** of the **1st Schedule** below (**Said Premises**).
- 4.2 **Parking Space:** The right to park a medium sized car in the parking space/s described in **Part II** of the **2nd Schedule** below (**Parking Space**), measurement of medium sized parking space is _____ sft.
- 4.3 **Common Portions:** The right to use common portions, amenities and facilities of the Said Complex and the Said Premises, as be attributable and appurtenant to the Said Flat (**Right to use Common Portions**), the said common portions, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**).
- 4.4 **Land Share:** Undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable and appurtenant to the Said Flat. The Land Share shall be the proportion which the carpet area of the Said Flat bears to the total carpet area of all the Flats in the Said Complex.
- 4.5 **Benefit of Building Plans:** Benefit of Building Plans being Building Permit No.87/613/27/17 dated 2nd July, 2016 sanctioned for the entire premises (defined in clause 5.3 below) relating to the Said Flat and undivided, impartible, proportionate benefit of the Plans relating to the Common Portions (defined clause 4.3 above and described in the **3rd Schedule** below) as is attributable to the Said Flat and Parking Space(s).
- 4.6 **Architect for Building Plans:** Architect means Sanon Sen & Associates Pvt. Ltd. of 5, Russel Street, Kolkata- 700017 or any other architect that may be appointed by the Developer in place and/or in addition to the present Architect.

4.7 **Said Flat And Facilities:** The subject matter of this Conveyance is 4.1 and 4.2 which are collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Facilities**). The sale will be for the Said Flat, mentioned in clause 4.1 only and for other shares/rights as mentioned above, the Buyer has user right only. Right to Park is a part of Facilities.

5. **Background :**

5.1 **Ownership and Title:** The Vendors have 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 Vendors became and have all right, title and interest of any and every nature whatsoever in the Said Premises, free from all encumbrances and the Developer has exclusive development right of the Said Premises.

5.2 **Development Agreement:** Development Agreement shall mean and include the Joint Development Agreement dated 13th June, 2016 made between the Owner, and the Developer and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, Volume No. 1901-2016, Pages 154584 to 154627, Being No. 190104566 for the year 2016 (Development Agreement) and the terms, conditions and consideration mentioned therein. The Buyer has examined the Development Agreement and informed that the Buyer has no objection to it.

5.3 **Building Plans:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Complex thereon and selling the Flats and Parking Spaces, a Building Plan has been sanctioned by the Rajpur-Sonarpur Municipality (**RSM**) vide Building Permit No. 87/613/27/17 dated 2nd July, 2016 (**Building Plans**, which shall include all sanctioned/permissible modifications made thereto, if any, from time to time).

5.4 **Approach by Buyer:** The Buyer has approached the Developer for purchase of the Said Flat which includes use and enjoyment of the Common Portions.

5.5 **Agreement:** By an agreement dated _____, 20____ (**Said Agreement**) the Vendors and the Developer have agreed to sell and transfer to the Buyer the Said Flat And Facilities, described in Part-III of the 2nd Schedule on ownership basis.

5.6 **Construction by Developer:** Pursuant to Building Plans sanctioned by Rajpur-Sonarpur Municipality (**RSM**), the Developer has constructed and/or is continuing to construct the Said Complex on the Said Premises, phase by phase.

5.7 **Conveyance to Buyer:** The Vendors and the Developer have agreed to sell the Said Flat And Facilities, mentioned herein in favour of the Buyer.

6. **Transfer :**

6.1 **Hereby Made:** The Vendors and the Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Facilities.

7. **Consideration :**

7.1 **Consideration:** The aforesaid transfer of the Said Flat And Facilities has been made in consideration of the sum of Rs. _____ /- (rupees _____) which has been paid by the Buyer entirely to the Developer which includes the consideration

(pecuniary as well as area) received by the Vendors through the Developer and the Vendors and the Developer doth hereby admit and acknowledge the same.

8. Terms of Transfer :

8.1 Conditions Precedent :

8.1.1 Title, Building Plans and Construction: The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and covenants not to raise any requisition, query, clarification or objection regarding :

- (a) The right, title and interest of the Vendors and/or the Developer in respect of the Said Block, the Said Complex, Said Premises and the Said Flat And Facilities as applicable;
- (b) The Building Plans as approved by RSM;
- (c) The design, layout, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided, Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof, in terms of the sanctioned Building Plans or modified sanctioned Building Plans and/or as per the advice of the Architect even after handing over possession of the Said Flat and provided in the Said Block and Common Portions in the Said Complex;

8.1.2 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, *debuffers*, trusts, prohibitions, Income Tax attachments, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

8.1.3 Buyer's Further Covenant: The Buyer has examined the title over the Said Premises and informed that the Buyer is fully satisfied and shall not raise any question of any nature whatsoever or howsoever. The Buyer has also examined the plan and specification of the Flats and satisfied with the same and shall not raise any objection with regard to the measurement or specifications of the said Flat.

8.1.4 Architect's Decision Binding: The Buyer has also agreed that the Buyer will abide by the decision of the Architect of the Project at all time to come and the decision of the Architect is binding on all the Parties including the Buyer and Vendors.

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 of the Said Flat.

8.2.2 Other Facilities: the Buyer shall be entitled to use all Common Portions as mentioned in this Conveyance subject to restriction that may be imposed before all the constructions are constructed, completed and handed over.

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

8.3.1 Common User of the Common Portions: The Buyer using and enjoying the Common Portions, described in the **3rd Schedule** below, in common with the co-owners of other Flats in the Said Complex including right of the Vendor, Developer

and/or other Parties having interest over the Said Premises in question as well as the Said Flat in particular(collectively **Co-Owners**).

- 8.3.2 **Payment of Common Expenses:** The Buyer regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (**Common Expenses**), indicative list of which is given in the 4th**Schedule** below.
- 8.3.3 **Observance of Covenants:** The Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the 5th **Schedule** below.
- 8.3.4 **Completion of Common Portion:** The Developer confirms that the Common Portions in the Said Complex described in the 3rd Schedule below shall be completed, in phases. In this regard, the Buyer confirm that the Buyer has accepted that the Common Portions is subject to modification and to some extent the same have not yet been created and the Buyer shall not have any claim or demand for delay in such creation. The Buyer shall not prevent the Vendors and the Developer to complete construction of any portion in any of the buildings in any manner whatsoever and the Buyer has purchased the Said Flat knowing fully well that the construction of Common Portions will be completed in phased manner.
- 8.3.5 **Parking Space Allocation:** Parking Space(s) (covered or open) allotted to the Buyer (as mentioned in Part-II of 2nd Schedule) may be relocated if so required for smooth and/or better use of Common Portions.
- 8.3.6 **Indemnification by Buyer Confined to:** Indemnification by the Buyer is confined to about faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agreed to keep indemnified the Vendor and/or 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 Vendor and/ or the Developer and/or their successors-in-interest by reason of any default and/ or wrongful action of the Buyer.
- 8.3.7 **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 Said Complex under any circumstances either before or after the possession of the Said Flat is handed over to the Buyer. In the event the Vendor, Developer, Association and/or Sanctioning Authority comes to know of any such changes made by the Buyer, then the Vendor, Developer, 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 Vendor, Developer, 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. Precisely, the Buyer shall not make any addition or alteration in the said Flat without previous consent in writing from the Vendors, Developer or other interested parties.

9. Taxes and Outgoings :

- 9.1 **Developer to bear:** The Developer shall pay all outgoings including municipal rates, taxes, revenue, cess and *khazna* till the date of expiry of the possession letter issued by the Developer to the Buyer and thereafter i.e. from the date of expiry of notice of

possession irrespective of whether the Buyer takes actual possession or not, the same shall be paid and borne by the Buyer.

10. Possession :

10.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory and acceptable possession of the Said Flat has been handed over by the Developer to the Buyer, which the Buyer, admit, acknowledges and accepts.

10.2 **Buyer Entitled:** The Vendor and the Developer hereby covenant 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 Facilities 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 Vendor and the Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Vendor and the Developer.

11. Further Acts :

11.1 **Vendor and the Developer to do:** The Vendor and the Developer hereby covenant that the Vendor and the Developer 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 and ownership of the Said Flat And Facilities in favour of the Buyer.

12. General :

12.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat And Facilities 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 **No other Right:** The Buyer covenant that the Buyer has accepted that the Buyer has no right of any nature whatsoever in the balance portion of the Said Premises (**Save** the said Flat) and the Buyer also covenants that the Buyer shall not at any time claim any such right.

14. Interpretation :

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

14.2 **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.

- 14.3 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice versa.
- 14.4 **Gender:** Masculine gender shall include the feminine and neuter gender and vice versa.
15. Notwithstanding what has been stated hereinabove, it has been agreed by and between the Parties that the right title and interest of the Buyer is confined only to the Said Flat and nothing more and nothing less along with the right to use Common Portions of the Complex where the Said Flat is situated.

**1st Schedule
Part I
(Said Premises)**

ALL THAT piece and parcel of land containing an area of 4.24 acres (equivalent to 256.52 cottahs), more or less, situate, lying at, comprised in and forming part of R.S. Dag Nos. 1949, 1950, 1953, 1954, 1955, 1959, 1992, 1993, 1994, 1995, 1996, 2000, 2001, 2002, 2003, 2006, 2007, 2008, 2011, 2013, 2016, 2017, 2057, 2072 and 2197, corresponding to L.R. Dag Nos. 2205, 2206, 2210, 2212, 2211, 2218, 2219, 2220, 2227, 2254, 2255, 2256, 2260, 2261, 2262, 2263, 2266, 2267, 2268, 2271, 2273, 2276, 2277, 2318, and 2334, R.S. Khatian Nos. 383, 741, 373, 378, 460, 612, 437, 744, 745, 1522, 438, 1144, 1145, 1116, 1115, 141, 423, 1292, 416, 1571, 1287, 1209, 418, 308, 325/2, 468 and 1293, L.R. Khatian No. 2129, Mouza Kumrakhali, J.L. No. 48, P.S. Sonarpur and P.O. Narendrapur, Holding No. 116, under Ward No. 27 of Rajpur-Sonarpur Municipality, in the District of South 24-Parganas, in the State of West Bengal, and delineated in RED colour on the attached Plan and butted and bounded as follows :

ON THE NORTH	: By Sonarpur Station Road
ON THE SOUTH	: By Open Land
ON THE EAST	: By Panchayet Road
ON THE WEST	: By Partly pond and partly property of Mr. C. K. Sen

**Part II
(Devolution Of Title)**

- A. 1. Dominion Rubber Company Private Limited was seised and possessed of **ALL THAT** piece and parcel of land measuring 4.369 acres, more or less, situate, lying at, comprised in and forming part of R.S. Dag Nos. 1949, 1950, 1953, 1954,

1955, 1959, 1992, 1993, 1994, 1995, 1996, 1999, 2000, 2001, 2002, 2003, 2006, 2007, 2008, 2011, 2013, 2016, 2017, 2057, 2072 and 2197, corresponding to L.R. Dag Nos. 2205, 2206, 2210, 2212, 2211, 2218, 2219, 2220, 2227, 2254, 2255, 2256, 2259, 2260, 2261, 2262, 2263, 2266, 2267, 2268, 2271, 2273, 2276, 2277, 2318, and 2334, R.S. Khatian Nos. 383, 741, 373, 378, 460, 612, 437, 744, 745, 1522, 438, 1144, 1145, 1115, 1116, 141, 423, 1292, 416, 1571, 1287, 1209, 418, 308, 325/2, 468 and 1293, Mouza Kumrakhali, J.L. No. 48, P.S. Sonarpur and P.O. Narendrapur, Holding No. 116, under Ward No. 27 of Rajpur-Sonarpur Municipality, in the District of South 24-Parganas, in the State of West Bengal, hereinafter referred to as “the **Larger Property**”.

- B. By an Indenture dated 21st June, 1983 made between Dominion Rubber Company Private Limited, therein referred to as the Company, acting through the official Liquidator, High Court, Original Side, Calcutta as its liquidator, therein referred to as the Vendor of the First Part, S.P. Cycles Limited, therein referred to as the Purchaser of the Second Part, and Sen & Pandit Limited, therein referred to as the Confirming Party of the Third Part, and registered with Registrar of Assurances, Calcutta, in Book No. I, Volume No. 212, Pages 166 to 180, Being 6044 for the year 1983, the Vendor therein with the confirmation of the Confirming Party therein, sold, conveyed and transferred unto and to the Purchaser therein **ALL THAT** the Larger Property.
- C. The said S.P. Cycles Limited had created mortgage over the Larger Property for the purpose of obtaining loan in the year 1986 by depositing title deeds of the Larger Property with West Bengal Financial Corporation (hereinafter referred to as “**WBFC**”) and also again in the year 1990 from the West Bengal Industrial Development Corporation (hereinafter referred to as “**WBIDC**”).
- D. Upon failure of the said S.P. Cycles Ltd. to repay the said loans, WBIDC filed a Misc. Case being No. 15 of 1995 in the Court of the Learned District Judge at Alipore and had obtained a decree of sale of Larger Property.
- E. In pursuance of the above order of sale, WBIDC had handed over the Larger Property to Jagannath Business Services Pvt. Ltd., being the erstwhile intending purchaser, on deferred payment terms after publishing a notice in the newspaper.
- F. Subsequently, WBIDC had cancelled the aforesaid sale to Jagannath Business Services Pvt. Ltd. by a notice dated 19/21st July, 2004.
- G. WBFC had served a notice dated 5th July, 2005 to Jagannath Business Services Pvt. Ltd. to recover its mortgage debts, against which Jagannath Business Services Pvt. Ltd. had filed a Writ Petition being No. 13606 (W) of 2005 which was, though

- dismissed earlier by the Hon'ble Justice Girish Chandra Gupta by default on 29th March, 2006, subsequently restored and finally dismissed on contest on 28th February, 2007 by upholding the right of WBFC to sell the Larger Property.
- H. WBFC had then taken over possession and had issued a sale notice dated 1st April, 2006 for sale of the Larger Property.
- I. The said Jagannath Business Services Pvt. Ltd. had again filed an appeal being MAT No. 760 of 2007 (FMA 1488 of 2007) against the aforesaid order in Division Bench of the High Court at Calcutta wherein the Hon'ble Justice Kalyan Jyoti Sengupta and the Hon'ble Justice Arun Kumar Bhattacharya had upheld the aforesaid order on 20th March, 2007, which was finally dismissed on contest by the Hon'ble Chief Justice S.S. Nijjar and Hon'ble Justice Tapen Sen on 19th December, 2007.
- J. In compliance with the aforesaid order dated 20th March, 2007 an open bidding was conducted by WBFC on 25th May, 2007 at its office in respect of the Larger Property wherein Ideal Real Estates Private Limited offered the highest bid.
- K. On invitation from WBFC vide letter 20th/24th December, 2007 to complete the purchase of the Larger Property, Ideal Real Estates Private Limited paid the full bid amount of Rs.4,55,00,000/- and nominated the Vendor herein to purchase the Larger Property and the same was informed to WBFC vide letter dated 18th January, 2008.
- L. Thereafter, by an Indenture dated 21st January, 2008 made between WBFC, therein referred to as the Vendor of the First Part, and the Vendor herein, therein referred to as the Purchaser of the Other Part, and registered with Additional Registrar of Assurances – I, Kolkata, in Book No. I, CD Volume No. 64, Pages 2280 to 2300, Being 03418 for the year 2008, the Vendor therein at and for the bidding amount therein mentioned, sold conveyed and transferred unto and to the Purchaser therein, being the Vendor herein, **ALL THAT** the Larger Property, absolutely and forever.
- M. In the premises, the Vendor herein has become the sole and absolute owner of **ALL THAT** the Larger Property, of which, the Said Premises is a part.
- N. The Vendor, thereafter, caused to be recorded its name in the Record of Rights maintained in the office of the B.L.&L.R.O., Sonarpur, South 24-Parganas, vide L.R. Khatian No. 2129.
- O. The Vendor has also caused to be mutated its name in the records of the Rajpur-Sonarpur Municipality as the owner of the Said Premises.

2nd Schedule

Part-I
(Said Flat)

ALL THAT Apartment No. [■] containing a carpet area of [■] square feet and comprising of [■] Nos. of exclusive balcony / verandah / terrace, if any, measuring [■] square feet attached thereto on the [■] floor of the Building, and together with Nos. of servant quarter / store, if any, measuring Square feet, as earmarked in the plan annexed hereto duly bordered thereon in red, in the Building named Ideal Aurum at Mouza Kumrakhali, Sonarpur, within the jurisdiction of Ward No. 27 of Rajpur-Sonarpur Municipality, under P.S. Sonarpur, TOGETHER WITH the variable proportionate undivided indivisible impartible share or interest in the Common Areas of the said Project. A layout plan of the said Apartment is annexed herewith.

PART – II

(SAID PARKING SPACE)

[Description of the Parking Space earmarked (if applicable)]

Sl. No.	Type of car parking spaces	No. of spaces earmarked
1	Covered (Basement)	
2	Covered (Gr. Floor)	
3	Open Car Parking	
	Total :	

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

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

The right to park in the Parking Space, being the Parking Space described in **Part-II** of the **2nd Schedule** above, if any.

Benefit of the Building Plans, as be attributable to the Said Flat, Parking Space and Common Portions.

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

The right to use Common Portions, described in the **3rd Schedule** below, as is attributable to the Said Flat and Parking Space.

**3rd Schedule
(Common Portions)**

Common Portions as are common between the co-owners of a Block:

1. Areas:

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

2. Water and Plumbing:

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

3. Electrical and 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 Block and Common Portions within or attributable to the Block.
- (b) Lift and lift machinery of the Block.
- (c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.

4. Others:

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

Residents' Club :

- (a) Space for community hall.
- (b) Health club with well equipped gymnasium.
- (c) Swimming Pool.
- (d) Indoor Games room.
- (e) Jogging track.
- (f) Landscaped garden and children's play area.

B. Common Portions as are common between all the Blocks:

1. Areas:

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

2. Water and Plumbing:

- (a) Centralized water supply system for supply of water in common to all Blocks in the Said Complex.
- (b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Blocks in the Said Complex.
- (c) Pumps and motors for water system for all Blocks and Common Portions of the Said Complex.
- (d) Water Treatment Plant
- (e) Sewerage Treatment Plant

3. Electrical and Miscellaneous Installations:

- (a) Wiring and accessories for lighting of Common Portions of the Said Complex.
- (b) Installation relating to sub-station and common transformer for the Said Complex.
- (c) Generator(s) / Standby Power Source and accessories for provision of stand by power to the Common Portions of the Said Complex.
- (d) CCTV
- (e) Common fire fighting equipment for the Said Complex, as directed by the Director of West Bengal Fire Services.

4th Schedule (Common Expenses/Maintenance Charges)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the Block level and/or the Said Complex level, including the exterior or interior (but not inside any Flat) walls of the Blocks.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions at the Block level and/or the Said Complex level, including lifts, generator, changeover switches, CCTV (if any), EPABX (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions at the Block level and/or the Said Complex level.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multi-storied Building Tax, 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, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

9. **Others:** All other expenses and/or outgoings as may be determined by the Vendor/Facility Manager/Association (upon formation) for the common purposes

5th Schedule
(Covenants, Rules And Regulations)

1. **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is taking 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 have nor shall claim any right over any portion of the Said Complex and the Said Premises **save and except** the Said Flat And Facilities.
2. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Complex and wholly for the Said Flat And Facilities, from the Date Of Possession and until the Said Flat And Facilities is separately assessed in the name of the Buyer) and (2) has undertaken to get the mutation of the Said Flat And Facilities completed at the earliest. If the Buyer delays in paying the Rates & Taxes, when payable by the Developer, the Buyer shall pay compound interest @ 2% (two percent) per month on the amount thereof, compoundable monthly, from the date of default till the date of payment.
3. **Buyer to Pay for Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges on the basis of the bills to be raised by the Developer or the Association (upon formation), as the case may be, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges.
4. **Buyer to Pay Interest for Delay and/or Default:** In the event the Buyer delays or defaults in paying any bill raised by the Developer and/or the Association (upon formation) beyond 7 (seven) days of presentation thereof, the Buyer shall pay compound interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment, to the Developer or the Association (upon formation), such interest running till such payment is made. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions.
5. **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Facilities for all amounts due and payable by the Buyer to the Developer **provided however** if the Said Flat And Facilities is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
6. **No Obstruction by Buyer to Further Construction:** Till the completion of all Common Portions of the Said Project, the Developer shall be entitled to complete the construction of Common Portions and/or Parking Space and/or to make other constructions elsewhere in the Said Premises and the Buyer shall not obstruct or object to the same. The Buyer shall not raise any objection in any manner whatsoever with regard thereto.

7. **No Rights of or Obstruction by Buyer:** All open areas in the Said Complex/Said Premises proposed to be used for open Parking Spaces do not form part of the Common Portions within the meaning of this Conveyance and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
8. **Variable Nature of Land Share:** The Buyer fully comprehends and accepts that (1) the Land Share 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 Developer, the Buyer shall not question any variation (including diminution) of the Land Share (3) the Buyer shall not demand any reduction/refund of the consideration on ground of or by reason of any variation of the Land Share and (4) the Land Share is not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
9. **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other buyers of Flats in the Said Complex shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/ Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer. Notwithstanding formation of the Association, the Developer shall look after the maintenance of the Common Portions of the Said Complex and the Said Premises.
10. **Obligations of Buyer:** On and from the Date Of Possession, the Buyer shall:
 - (a) **Co-operate in Management and Maintenance:** Co-operate in the management and maintenance of the Said Block/Said Complex and the Said Premises.
 - (b) **Observing Rules:** Observe the rules framed from time to time by the Developer or the Association (upon formation) for the beneficial common enjoyment of the Said Block/Said Complex and the Said Premises.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Facilities.
 - (d) **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 Developer or to the other co-owners of the Said Block/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 Block, the Said Complex, the Said Premises and outside walls of the Said Block/ Said Complex save in the manner indicated by the Developer or the Association (upon formation).

- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow 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, mess, chummary, hotel, 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 Block/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 Developer or the Association (upon formation).
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Facilities or the Common Portions of the Said Block/Said Complex.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Facilities and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Complex from those mentioned in this Conveyance.
- (j) **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 Block/ 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.
- (k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association:** not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions.
- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat, Said Block and the Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/Association (upon formation) for use of the Common Portions.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (p) **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 Portions.
- (q) **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.

- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Block/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. However, the Buyer shall have no objection to the Developer displaying the name of the Said Complex in neon lights at the cost of the Association on the exterior wall of the Said Complex.
- (s) **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.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (w) **No Damages to Common Portions:** not damage the Common Portions 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) **Notification Regarding Letting:** If the Buyer let out or sell the Said Flat And Facilities or portion thereof, the Buyer shall immediately notify the Developer/ 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.

(Vendors)

(Developer)

[Buyer]

Drafted by me:

Advocate

Witnesses:

1.

2.