

CONVEYANCE

1. **Date:** _____

2. **Place:** Kolkata

3. **Parties:**

3.1. **Mitali Ray**, wife of Mrinal Kanti Roy and daughter of Anil Kumar Dutta, by faith Hindu, by occupation – Housewife, residing at Vill. Arsulla, Mathabanga, Post office and Police Station Baduria, District North 24 Parganas, Kolkata - 743401 [**PAN CMEPR5583H**].

3.2. **Tandra Karmakar**, wife of Mrinal Kanti Karmakar and daughter of Late Kali Krishna Dutta, by faith Hindu, by occupation – House wife, residing at Debi Park, No. 1, Niranjana Pally, Post office- Rajarhat Gopalpur and Police Station- Airport, District North 24 Parganas, Kolkata - 700136 [**PAN BHYPK3000N**].

(collectively **Owners**, includes successor-in-office and assigns)

And

3.3. **M/s. Gaine Construction**, a proprietorship firm having its office at 4/2, Teghoria Gaine Para, Post Office Hatiara, Police Station Baguiati, Kolkata-700157, represented by its Proprietor, namely Animesh Gaine, son of Late Bholanath Gaine, of 4/2, Teghoria Gaine Para, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [**PAN AKAPG1118P**].

(**Promoter**, includes successors-in-interest)

And

3.4. _____ s/w/d of
 _____ by nationality Indian, by faith
 _____, by occupation _____, residing at
 _____,
 Post office _____, Police Station _____ -
 _____, District _____ -
 _____, PIN _____ [**PAN** _____]

3.5. _____ s/w/d of
 _____ by nationality Indian, by faith
 _____, by occupation _____, residing at

 Post office _____, Police Station _____ -
 _____, District _____ -
 _____, PIN _____ [PAN _____]

(collectively **Buyers** include successors-in-interest).

Owners and Promoter collectively **Sellers**.

Owners, Promoter and Buyers collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1. **Said Unit:** Residential Unit No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet and super built-up area of _____ (_____) square feet, more or less, described in **Part-I** of the **6th Schedule** below (**Said Unit**), in the complex named "**Thikana**", situated at Mouza- Hatiara, J. L. No. 14, Post Office – Hatiara, Police Station Eco-park (formerly New Town), within the limits of Bidhannagar Municipal Corporation (**BMC**), under Ward No. 13, having Holding No. Block-F/68/2268/19, Swami Vivekananda Road, Additional District Sub-Registrar Rajarhat (New Town), District North 24 Parganas, morefully described in **Part-I** of the **1st Schedule** below (**Said Property**).
- 4.2. **Garage:** ___ (___) covered/open car parking space having cement floor, measuring about 135 (one hundred and thirty-five) square feet, in the ground floor/level of any Block in the Said Complex, including service area of driveway, described in **Part-II** of the **6th Schedule** below (**Parking Space**).
- 4.3. **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Unit (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit and Garage bears to the total carpet area of the Said Block.
- 4.4. **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **2nd Schedule** below (collectively **Common**

Portions). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit bears to the total carpet area of the Said Block.

- 4.5. **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **4th Schedule** below (collectively **Complex Common Portions**). *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyers hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*
- 4.6. The Said Unit, the Land Share, the Garage (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Unit And Appurtenances**).

5. Background

- 5.1. **Ownership of Jogendra Nath Dutta:** By a Deed of Conveyance, registered in the office of Sub-Registrar Cossipore Dum Dum in Book No. I, Volume No. 13, Pages 128 to 131, Being No. 396 for the year 1954, Jogendra Nath Dutta has purchased land measuring 28 (twenty eight) Decimals, more or less comprised in C.S. Dag No. 954, R.S. Dag No. 1021, recorded in C.S. Khatian No. 1261, R.S. Khatian No. 1608, Mouza Hatiara, J.L. No. 14, Police Station Rajarhat, A.D.S.R. Rajarhat, District North 24 Parganas, from Bhawanipur Zamandari Company Limited (**Said Premises**).
- 5.2. **Demise of Jogendra Nath Dutta:** Jogendra Nath Dutta, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 26th January, 1959 leaving behind him surviving his wife, Harimoni Dutta, 4 (four) sons Kali Krishna Dutta, Bijoy Krishna Dutta, Anil Kumar Dutta and Sushil Kumar dutta and 7 (seven) daughters Panna Rani Karmakar, Annapurna Nandi, Niva Rani Roy, Nila Rani Karmakar, Pramoda Laha, Jasoda Karmakar and Jamuna Bala Karmakar, as his only legal heirs and heiress who jointly and equally inherited the right, title and interest of Jogendra Nath Dutta in the Said Premises and subsequently Harimoni Dutta, Kali Krishna Dutta, Bijoy Krishna Dutta, Anil Kumar Dutta, Sushil Kumar dutta, Panna Rani Karmakar, Annapurna Nandi, Niva Rani Roy, Nila Rani Karmakar, Pramoda Laha, Jasoda Karmakar

and Jamuna Bala Karmakar became the joint owners of the Said Premises, each having undivided one-twelfth share or interest therein.

- 5.3. **Gift by Harimoni Dutta & Seven Ors.:** the said Harimoni Dutta, Panna Rani Karmakar, Annapurna Nandi, Niva Rani Roy, Nila Rani Karmakar, Pramoda Laha, Jasoda Karmakar and Jamuna Bala Karmakar by virtue of a Deed of Gift, dated 22nd May, 1959, registered in the Office of the Sub-Registrar Cossipore Dum Dum and copied in Book No. I, Being No. 4108 for the year 1959 jointly gifted and transferred their undivided 8/12th share of land out of the aforesaid premises in favor of their (Sons/Brothers) said Kali Krishna Dutta, Bijoy Krishna Dutta, Anil Kumar Dutta and Sushil Kumar Dutta out of love and affection.
- 5.4. **Absolute Joint Ownership of Kali Krishna Dutta and Three Ors.:** In the above mentioned circumstances, the said Kali Krishna Dutta, Bijoy Krishna Dutta, Anil Kumar Dutta and Sushil Kumar Dutta, became the absolute owners of (1) 4/12th (four-twelfth) share in Jogendra Nath Dutta's Property by virtue of inheritance and (2) land measuring 8/12th (eight-twelfth) share, by virtue of gift from Harimoni Dutta & Seven Ors.
- 5.5. **Ownership of Anil Kumar Dutta:** By a Deed of Partition, registered in the Office of the Additional District Sub-Registrar Bidhannagar and copied in Book No. I, Volume No. 52, Pages from 185 to 206, Being No. 2724 for the year 1986, Anil Kumar Dutta, by virtue of partition between his other co-sharers, obtained land measuring 6 (six) Cottahs 10 (ten) chittacks 16(sixteen) square feet, more or less out of 28 (twenty eight) Decimals, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, recorded in C.S. Khatian No. 1261, R.S. Khatian No. 1608, Mouza Hatiara, J.L. No. 14, Police Station Rajarhat, A.D.S.R. Rajarhat, District North 24 Parganas.
- 5.6. **Mutation:** Said Anil Kumar Dutta mutated his name, in the records of Land Reforms Settlement vide L. R. Khatian No. 3134.
- 5.7. **Gift by Anil Kumar Dutta:** the said Anil Kumar Dutta by virtue of a Deed of Gift, dated 3rd June, 2019, registered in the Office of the A.D.S.R. Rajarhat, New Town and copied in Book No. I, Volume No. 1523-2019, Pages 251521 to 251544, Being No. 152306490 for the year 2019 gifted and transferred land measuring 2 (two) Cottahs 11 (eleven) chittacks 25(twenty five) square feet, along with a tin shed structure measuring about 100 square feet more or less, out of 6 (six) Cottahs 10 (ten) chittacks 16(sixteen) square feet, comprised in R.S./L.R. Dag No. 1021, recorded in L.R. Khatian No. 3134, Mouza Hatiara, J.L. No. 14, Police Station Rajarhat, A.D.S.R. Rajarhat, District North 24 Parganas in

favor of his daughter namely Mitali Ray (Owner No 3.1 herein) out of love and affection. **(First Portion of Said Property)**.

- 5.8. **Absolute Ownership of Mitali Ray:** In the above mentioned circumstances, the said Mitali Ray, became the absolute owner of first portion of the said property, by virtue of gift from her father said Anil Kumar Dutta.
- 5.9. **Mutation:** Said Mitali Ray mutated her name in the records of Land Reforms Settlement vide L. R. Khatian No. 18864.
- 5.10. **Ownership of Kali Krishna Dutta:** By a Deed of Partition, registered in the Office of the Additional District Sub-Registrar Bidhannagar and copied in Book No. I, Volume No. 52, Pages from 185 to 206, Being No. 2724 for the year 1986, Kali Krishna Dutta, by virtue of partition between his other co-sharers, obtained land measuring 10 (ten) Cottahs 04 (four) chittacks 30 (thirty) square feet, more or less out of 28 (twenty eight) Decimals, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, recorded in C.S. Khatian No. 1261, R.S. Khatian No. 1608, Mouza Hatiara, J.L. No. 14, Police Station Rajarhat, A.D.S.R. Rajarhat, District North 24 Parganas.
- 5.11. **Demise of Kali Krishna Dutta:** Said Kali Krishna Dutta, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 12th June, 2012 leaving behind him surviving his wife, Puspa Rani Dutta, 1 (one) son Tapas Kumar Dutta and 1 (one) daughter Tandra Karmakar (Owner No 3.2 herein), as his only legal heirs and heiress who jointly and equally inherited the right, title and interest of Late Kali Krishna Dutta in the Said premises and subsequently Puspa Rani Dutta, Tapas Kumar Dutta and Tandra Karmakar (Owner No 3.2 herein) became the joint owners of the Said portion of his share of land, each having undivided one-third share or interest therein.
- 5.12. **Mutation:** Said Puspa Rani Dutta, Tapas Kumar Dutta and Tandra Karmakar mutated their names in the records of Bidhannagar Municipal Corporation, being Holding no. Block-F/68/2268/19, in Ward No.13.
- 5.13. **Ownership of Tandra Karmakar:** By a Deed of Partition, dated 25.05.2018, registered in the Office of the A.R.A.-IV and copied in Book No. I, Volume No. 1904-2018, Pages from 229929 to 229975, Being No. 190405548 for the year 2018, said Tandra Karmakar, by virtue of partition between her other co-sharers, obtained land measuring 3 (three) Cottahs 6 (six) chittacks 35 (thirty five) square feet, more or less, comprised in C.S. Dag No. 954, R.S. Dag No. 1021, recorded in C.S. Khatian No. 1261, R.S. Khatian No. 1608, Mouza Hatiara, J.L. No. 14,

Police Station Rajarhat, A.D.S.R. Rajarhat, District North 24 Parganas.
(**Second Portion of Said Property**).

- 5.14. **Absolute Ownership of Tandra Karmakar:** In the above mentioned circumstances, the said Tandra Karmakar, became the absolute owner of second portion of the said property, by virtue of Deed of Partition.
- 5.15. **Mutation:** Said Tandra Karmakar mutated her name, in the records of Land Reforms Settlement vide L. R. Khatian No. 17686.
- 5.16. **Amalgamation:** By a Deed of Amalgamation, dated 24.07.2019, registered in the Office of the A.D.S.R. Rajarhat and copied in Book No. I, Volume No. 1523-2019, Pages from 347908 to 347932, Being No. 152308870 for the year 2019, said Mitali Ray and Tandra Karmakar amalgamated the First and Second Portions of land respectively into one single plot of Said property.
- 5.17. **Title of the Owners:** In the abovementioned circumstances, the Owners have acquired joint right, title and interest of the **Said Property**, free from all encumbrances.
- 5.18. **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing Said Complex thereon and selling the Units and Commercial Spaces, and other covered and open spaces therein (Units), the Owners and the Promoter have entered into 2(two) Development Agreements as mentioned below:-

Sl. No.	Name of the Owners	Date	Registered in the Office	Book No.	CD Volume No.	Pages	Deed No.
1.	Mitali Ray	28/6/2019	ADSR Rajarhat	I	1523-2019	29659-296634	152307637 of 2019
2.	Tandra Karmakar	22/2/2019	ADSR Rajarhat	I	1523-2019	86942 - 86977	152302300 of 2019

- 5.19. **Power of Attorney:** The Owners have also granted 2 Power of Attorneys as mentioned below, to the Promoter (**Constituted Attorney**) to act in their place and stead and to represent them in all matters and purposes concerning the development of the real estate project.

Sl. No.	Name of the Owners	Date	Registered in the Office	Book No.	CD Volume No.	Pages	Deed No.
1.	Mitali Ray	28/6/2019	ADSR Rajarhat	I	1523-2019	29497-294996	152307662 of 2019
2.	Tandra Karmakar	22/2/2019	ADSR Rajarhat	I	1523-2019	86978-86996	152302300 of 2019

- 5.20. **Sanctioned Plans:** With intention to develop and construct the Said Complex, the Owners have got building plan approved by the Executive Engineer, Building Plan, Bidhannagar Municipal Corporation, vide Approval No. BMC/BPN/RG/540/104/19-20 dated 14/10/2020 for construction of the Said Project for construction of the Said Complex (**Sanctioned Plan**), which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time.
- 5.21. **Allocation:** By mutual consent, certain Units in the Said Complex have been allocated to the Owners (collectively **Owners' Allocation**) and certain other Units in the Said Complex have been allocated to the Promoter (collectively **Promoter's Allocation**). In terms of the Development Agreements, the Promoter have agreed to **(1)** partly buy the area out of the Owners' Allocation for the consideration mentioned therein and **(2)** allocate the balance area in the Said Complex to the respective Owners out of Owners' Allocation by providing Units in the Said Complex. It is to be further clarified here that the Promoter has separate agreement whereby the Owners had permitted the Promoter to sell certain portion from the Owners' Allocation (collectively **Additional Promoter's Allocation**).
- 5.22. **Said Scheme:** For selling the Units comprised in the Promoter's Allocation and in the Additional Promoter's Allocation, the Promoter has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Property is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Promoter bearing all costs for the construction of the Owners' Allocation except the Additional Promoter's Allocation and paying all other consideration to the Owners, (3) consequently, prospective buyer/s (**Intending Buyers**) is nominee of the Promoter and would have to pay all consideration for the Land Shares to the Promoter and not the Owners, (4) the Units comprised in the Promoter's Allocation belong to the Promoter as they have been constructed by the Promoter at the Promoter's own cost and hence they shall be transferred by the Promoter, (5) to give perfect title to the Intending Buyers, the Owners

and the Promoter should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominee of the Promoter) would agree to sell Land Shares to the Intending Buyers and the Promoter would agree to sell Units comprised in the Promoter's Allocation to the Intending Buyers and (6) the consolidated consideration payable by the Intending Buyers (for the Units and the Land Shares) should be received entirely by the Promoter.

- 5.23. **Commencement of Construction:** The Promoter commenced construction of the Said Complex on the Said Premises and announced sale of units comprised in the Said Complex.
- 5.24. **Application and Allotment to Buyers:** The Buyers, upon full satisfaction of the Sellers' title, applied for allotment of the Said Unit And Appurtenances, described in **Part III** of the **6th Schedule** below, which is comprised in the Promoter's Allocation, and the Sellers allotted the same to the Buyers, who in due course entered into an Sale Agreement dated _____ (**Said Agreement**) for purchase of the Said Unit And Appurtenances, on the terms and conditions contained therein.
- 5.25. **Construction of Said Building:** The Promoter has completed construction of the Said Complex in the Said Premises.
- 5.26. **Conveyance to Buyers:** In furtherance of the above, the Sellers are completing the sale of the Said Unit and Appurtenances in favor of the Buyers, by these presents, on the terms and conditions contained herein.
- 5.27. **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyers confirm that the Buyers have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.28. **Understanding of Scheme by Buyers:** The undertaking and covenant of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development of the Sellers:
- a) **Development of Said Premises:** The Sellers intend to develop the entirety of the Said Premises in due course and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - b) **Extent of Ownership:** The ownership rights of the Buyers are limited to the Said Unit, the Garage, the Land Share and the Common

Portions and the Buyers hereby accept the same and under no circumstances, shall be entitled to raise any objection.

- c) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Premises and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.

- 5.29. **Satisfaction of Buyers:** The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favor of the Buyers and the negative covenants mentioned above and elsewhere in this Conveyance and the Buyers hereby accept the same and shall not raise any objection with regard thereto.
- 5.30. **Rights Confined to Said Unit And Appurtenances:** The undertaking of the Buyers to the Sellers that the right, title and interest of the Buyers are confined only to the Said Unit And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Premises and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.
- 5.31. **Extension/Addition:** The undertaking of the Buyers to the Sellers that notwithstanding anything contained in this Conveyance, the Buyers have no objection and shall under no circumstances have any objection to the Sellers **(1)** integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to future passages **(2)** extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other facilities **(3)** modifying the Sanctioned Plans, as may be necessary in this regard **(4)** granting to third parties all forms of unfettered and perpetual proportionate right of ownership and easement of use over the Common Portions and other facilities and **(5)** granting all rights of user and easements over the Common Portions and other facilities to the Intending Buyers or other owners. It is clearly understood by the Buyers that the Buyers shall not have any right to erect any wall/boundary wall in the Said Complex.

5.32. **Undertaking of Buyers:** The Buyers further undertake that in consideration of the Sellers conveying the Said Unit And Appurtenances to the Buyers, the Buyers have accepted the above conditions and has granted and shall be deemed to have granted to the Sellers, the other owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Complex, with right to connect the same to the other contiguous properties.

6. Transfer

6.1. **Hereby Made:** The Seller hereby sells, conveys and transfers to and unto the Buyers, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Unit And Appurtenances described in **Part-III** of the **6th Schedule** below, being:

6.1.1. **Said Unit:** Residential Unit No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet and super built-up area of __ (____) square feet, described in **Part-I** of the **6th Schedule** below (**Said Unit**), in the complex named "**Thikana**" (**Said Complex**), situated at Mouza- Hatiara, J. L. No. 14, Post Office – Hatiara, Police Station Rajarhat and at present New Town, within the limits of Bidhannagar Municipal Corporation (**BMC**), Additional District Sub-Registrar Rajarhat (New Town), District North 24 Parganas, morefully described in **Part-I** of the **1st Schedule** below (**Said Property**).

6.1.2. **Garage:** __ (____) covered/open car parking space having cement floor, measuring about 135 (one hundred and thirty five) square feet, in the ground floor/level of any Block in the Said Complex, including service area of driveway, described in **Part-II** of the **6th Schedule** below (**Parking Space**).

6.1.3. **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Unit (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Unit and Garage bears to the total carpet area of the Said Block.

6.1.4. **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part I of the **3rd Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived

by taking into consideration the proportion which the carpet area of the Said Unit bears to the total carpet area of the Said Block.

- 6.1.5. **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **Part II** of the **3rd Schedule** below (collectively **Complex Common Portions**). *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyers hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*
- 6.2. The Said Unit, the Land Share, the Garage (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Unit And Appurtenances**).

7. Total Consideration

- 7.1. **Total Consideration:** The aforesaid transfer of the Said Unit And Appurtenances is being made by the Sellers in consideration of a sum of **Rs. _____ /-(Rupees _____)** only (**Total Consideration**), paid by the Buyers to the Sellers, receipt of which the Sellers hereby and by the Receipt And Memo of Consideration below, admit and acknowledge.

8. Terms of Transfer

8.1. Conditions Precedent

- 8.1.1. **Title, Plan and Construction:** The Buyers have examined or caused to be examined the following and the Buyers 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 and also further waive the right, if any, to do so:
- a) The right title and interest of the Sellers in respect of the Said Premises, the Said Complex and the Said Unit And Appurtenances;
 - b) The Plans sanctioned by the Executive Officer, Rajarhat Panchayat Samity and Zilla Parishad, North 24 Parganas;

c) The construction and completion of the Said Complex, the Common Portions and the Said Unit including the quality, specifications, amenities-facilities, materials, workmanship and structural stability thereof.

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

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 *lis pendens*, attachments, *liens*, charges mortgages, trusts, *debentures*, 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 co-owners of the Said Complex and the Sellers.

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 Extras:** The Buyers regularly and punctually paying the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.

- 8.3.2. **Payment of Common Expenses/Maintenance Charges:** The Buyers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/ Maintenance Charges**), indicative list of which is given in the **3rd Schedule** below.
- 8.3.3. **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), described in the **4th Schedule** below.
- 8.3.4. **Observance of Covenants:** The Buyers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5th Schedule** below.
- 8.3.5. **Indemnification by Buyers:** Indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers hereunder. The Buyers agree to keep indemnified the Sellers and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Sellers and/or their successors-in-interest by reason of any default of the Buyers.

9. Possession

- 9.1. **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable, habitable and physical possession of the Said Unit And Appurtenances has been handed over by the Sellers to the Buyers, which the Buyers admit, acknowledge and accept.

10. Outgoings

- 10.1. **Payment of Outgoings:** All *Panchayat* 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 Buyers (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Sellers and all liabilities, outgoings, charges, taxes and levies relating to the Said Unit And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyers.

11. Holding Possession

- 11.1. **Buyers Entitled:** The Sellers hereby covenant that the Buyers shall and may, from time to time, and at all times hereafter, 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 Buyers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Sellers or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Sellers.

12. Further Acts

- 12.1. **Sellers to do:** The Sellers hereby covenant that the Sellers 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 Buyers and/or successors-in-interest of the Buyers, 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 Buyers to the Said Unit And Appurtenances.

13. Further Construction

- 13.1. **Roof Rights:** The top roof of the Said Complex shall remain common to all residents of the Said Complex (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The Sellers shall always have the right of further construction on the entirety of the top roof and the Buyers specifically agree not to do any act, which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Complex.

14. General

- 14.1. **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Unit And Appurtenances by this Conveyance after having 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.

15. Interpretation

- 15.1. **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2. **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3. **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.
- 15.4. **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

1st Schedule (Said Premises)

Land measuring **9 (nine) Cottahs 9 (nine) Chittacks 5 (five) Sq.ft.** along with **tile shed structure measuring 200 Sq.ft.** more or less, comprised in **R.S. /L.R. Dag No. 1021**, recorded in **L.R. Khatian Nos. 3134, 17684 and 17686** Mouza- Hatiara, J. L. No. 14, Post Office – Hatiara, Police Station Rajarhat and at present New Town, within the limits of Bidhannagar Municipal Corporation (**BMC**), Additional District Sub-Registrar Rajarhat (New Town), District North 24 Parganas and butted and bounded as follows:

On The North	:	By 30-0 feet wide Road [Swami Vivekananda Road (Hatiara)].
On The East	:	By Land of Susanta Roy.
On The South	:	By Land of Susanta Roy.
On The West	:	By Land of Arif Jamadar.

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

2nd Schedule
Part I
(Common Portions)

- Lobby at the ground level of the Said complex
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block (save those inside any Unit)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block
- Intercom Network in the Said Block
- External walls of the Said Block
- Lift (s)
- Lobbies on all floors and staircase(s) of the Said Block
- Water reservoirs/tanks of the Said Block
- Drainage and sewage pipeline in the Said Block (save those inside any Unit)
- Electricity meter (s) for common installations and space for their installation
- Electricity Cable for common installations in the Said Block, if any
- Generator (s)
- Demarcated portion of the roof above top floor of Said Block

Part II
(Said Complex Common Portions)

- Boundary walls and main gate
- Internal roads and walkways
- Community Hall

3rd Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Block/Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
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 [including the exterior or interior (but not inside any Unit) walls of the Said Block/Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** Property Tax, surcharge, Water Tax and other levies in respect of the Said Block/Said Complex **save** those separately assessed on the buyer/s.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

4th Schedule
(Easements and Quasi-easements)

The Buyers and the other co-owners shall allow each other, the Sellers and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Buyers 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 Premises and the Said Complex including the other units and the Common Portions;
- 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) **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 of Enter:** The right, with or without workmen and necessary materials, to enter upon the Said Complex, 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 Complex;

5th Schedule (Covenants)

Note: For the purpose of this **Schedule**, the expression Sellers shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Buyers elsewhere in this Conveyance, which shall also be and be deemed to be included in the Buyers' Covenant

1. **Buyers Aware of and Satisfied with Said Complex and Construction:** The Buyers admit and accept that the Buyers, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Unit And Appurtenances. The Buyers have examined and are acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyers shall neither have nor shall claim any right over any portion of the Said Complex and the Said Premises save and except the Said Unit And Appurtenances.
2. **Buyers to pay Taxes and Common Expenses/Maintenance Charges:** The Buyers admit and accept that the Buyers shall pay *Panchayat* and other taxes (proportionately for the Said Complex and wholly for the Said Unit And Appurtenances), from the Date Of Possession and until

the Said Unit And Appurtenances is separately mutated and assessed in favour of the Buyers, on the basis of the bills to be raised by the Sellers' appointed service provider Company or Body/Sellers/Association, such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers also admit and accept that the Buyers shall have mutation completed at the earliest. The Buyers further admit and accept that the Buyers shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Complex as indicated above, on the basis of the bills as raised by the Sellers' appointed service provider Company or Body/Sellers/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date Of Possession. The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Sellers' appointed service provider Company or Body/Sellers/Association. In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duly levy or any other liability under any statute or law for the time being in force or enforced in future if the Sellers are advised by their consultant that the Sellers are liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations, the Buyers shall be made liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Sellers saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. **Buyers to Pay Interest for Delay and/or Default:** The Buyers admit and accept that the Buyers shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Sellers' appointed service provider Company or Body/Sellers/Association, within 7 (seven) days of presentation thereof, failing which the Buyers shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Sellers' appointed service provider Company or Body/Sellers/Association, such interest running till such payment is made. The Buyers also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, the Sellers' appointed service provider Company or Body/Sellers/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyers.
4. **Sellers' Charge/Lien:** The Buyers admit and accept that the Sellers shall have the first charge and/or lien over the Said Unit And Appurtenances for all amounts remaining outstanding from the Buyers.
5. **No Obstruction by Buyers to Further Construction:** The Sellers are entitled to construct further floors on and above the top roof of the Said

Complex and/or to make other constructions elsewhere in the Said Premises and the Buyers shall not obstruct or object to the same. The Buyers also admit and accept that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.

6. **No Rights of or Obstruction by Buyers:** The Buyers admit and accept that all open areas in the Said Complex including all open car Garage spaces which are not required for ingress and egress from and to the Said Unit, do not form part of the Common Portions in terms of this Agreement and the Sellers shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.
7. **Variable Nature of Share In Common Portions:** **(1)** the Buyers fully comprehend and accept that the Share In Common Portions is a notional proportion that the Said Unit bears to the currently proposed area of the Said Complex **(2)** the Buyers fully comprehend and accept that if the area of the Said Complex is increased/recomputed by the Sellers or if the Sellers integrate/add (notionally or actually) adjacent lands and premises to the Said Premises and the Said Complex (which the Sellers shall have full right to do and which right is hereby unconditionally accepted by the Buyers), then the Share In Common Portions shall vary accordingly and proportionately **(3)** the Buyers shall not question any variation (including diminution) of the Share In Common Portions as decided by the Sellers **(4)** the Buyers shall not demand any refund of the Total Consideration paid by the Buyers on ground of or by reason of any variation of the Share In Common Portions and **(5)** the Buyers fully comprehend and accept that the Share In Common Portions is not divisible and partible. The Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Sellers.
8. **Buyers to Participate in Formation of Association:** The Buyers admit and accept that the Buyers and other Buyers of the units shall form the Association and the Buyers shall become a member thereof. The Buyers 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 Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Buyers, after adjustment of all amounts then remaining due and payable, shall

be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyers, for the respective purposes thereof.

9. **Use of Common Passage:** The Buyers admit and accept that use of common passage in the Said Premises/Said Complex is common for ingress and egress for persons & materials connected with the construction and maintenance and other unit owners of the Said Complex and any other adjacent property and/or projects of the Seller and the Buyers hereby declare and undertake not to raise any objection of any and every nature in this regard.
10. **Obligations of the Buyers:** With effect from the Date Of Possession, the Buyers shall:
 - 10.1. **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and/or the Said Premises by the Sellers' appointed service provider Company or Body/Sellers/Association.
 - 10.2. **Observing Rules:** observe the rules framed from time to time by the Sellers' appointed service Provider Company or Body/Sellers/Association for the beneficial common enjoyment of the Said Complex and/or the Said Premises.
 - 10.3. **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Unit and Appurtenances and the Common Portions.
 - 10.4. **Meter and Cabling:** be liable 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 the Seller or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Complex. The Buyers 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 Complex and/or the Said Premises.
 - 10.5. **Residential Use:** use the Said Unit for residential purpose only. Under no circumstances the Buyers shall use the Said Unit for commercial, industrial or any other purpose.
 - 10.6. **No Alteration:** not alter, modify or in any manner change the elevation and exterior color scheme of the Said Complex and not make any

additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Unit, without the permission in writing of Seller or the Association. In the event the Buyers make the said alterations/changes, the Buyers shall compensate the Seller/Association 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 Unit or the Said Complex which may affect or endanger the structural stability of the Said Complex and not subdivide the Said Unit in any manner whatsoever.
- 10.8. **No Sub-Division of unit/ Garage /servant quarters:** Not to sub-divide the unit/ Garage/servant quarter under any circumstances.
- 10.9. **No Changing Name:** not change/alter/modify the name of the Said Complex, which has been given by the Seller.
- 10.10. **No Nuisance and Disturbance:** not use the Said Unit or the Garage, 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 Said Premises 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:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Complex and/or the Said Premises.
- 10.12. **No Obstruction to Seller/Association:** not obstruct the Seller/Association in their acts relating to the Common Portions and not to obstruct the Seller in constructing other portions of the Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Complex and/or the Said Premises (excepting the Said Unit and the Garage, if any).
- 10.13. **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 Unit and the Garage, if any.
- 10.14. **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Seller and/or the Association for the use of the Common Portions.

- 10.15. **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.
- 10.16. **No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.
- 10.17. **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Garage (if any) or the Common Portions.
- 10.18. **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 Complex or outside walls of the Said Unit **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a decent name plate outside the main door of the Said Unit.
- 10.19. **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and Garage (if any).
- 10.20. **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Complex **save** in the manner indicated by the Sellers/Association.
- 10.21. **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.
- 10.22. **No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Complex and/or the Said Premises.
- 10.23. **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
11. **No Objection to Construction of Said Complex:** Notwithstanding anything contained in this Agreement, the Buyers' covenant that the Buyers have accepted the scheme of the Sellers to construct the Said Complex in phases and hence the Buyers have no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Unit And Appurtenances. The Buyers shall not raise any objection to any inconvenience that may be suffered by the Buyers due to and arising out

of the construction activity in the Said Complex/Said Premises after delivery of possession of the Said Unit And Appurtenances.

12. **No Dispute for Not Construction of Other Areas:** The Buyers further covenant that the Buyers shall not have any right to raise any dispute or make any claim with regard to the Seller either constructing or not constructing any portions of the Said Complex other than the Said Unit And Appurtenances. The Buyers have interest only in and upon the Said Unit and the Common Portions as are comprised in the Said Complex. However, and only upon the Seller constructing the balance portions of the Said Complex, the Buyers shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Complex which may be constructed by the Sellers for common use and enjoyment of all the unit owners of the Said Complex.

6th Schedule
Part-I
(Said Unit)

Residential Unit No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet and super built-up area of _____ (_____) square feet, more or less, in the complex named "**Thikana**", constructed on a portion of the Said Property described in **Part-I** of the **1st Schedule** above.

Part-II
(Garage)

____ (____) covered car parking space having cement floor, measuring about 135 (one hundred and thirty-five) square feet, which includes the service area and driveway, in the ground floor/level of any Block in the Complex named "**Thikana**", constructed on a portion of the Said Property described in **Part-I** of the **1st Schedule** above

Part-III
(Said Unit And Appurtenances)
[Subject Matter of conveyance]

The Said Unit, being the unit described in **Part-I** of the **6th Schedule** above.

The Garage, being the Garage/s described in **Part-II** of the **6th Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** above, underneath the Said Complex as be attributable and appurtenant to the Said Unit and the Garage.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **2nd Schedule** above, as is attributable to the Said Unit.

16. Execution and Delivery

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

As constituted attorney for Owners
[Owners]

M/s. Gain Construction
[Promoter]

[Buyers]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Receipt And Memo of Consideration

Received from the within named Buyers the within mentioned sum of **Rs.** _____/- (Rupees _____) only towards full and final payment of the Total Consideration for Transfer of the Said Unit And Appurtenances together with extra cost described in the **Part-III** of the **6th Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
TOTAL (Rs.)			

M/s. Gaine Construction
[Promoter]

Witnesses:

Signature_____

Signature_____

Name_____

Name _____