

## CONVEYANCE

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

**1.PRATIMA GHOSAL CHOWDHURY Pan no:AQBPC7118G ,AADHAAR NO: 319970072446** daughter of Late Monoranjan Ghosal Chowdhury by occupation- house hold work by faith- Hindu, by Nationality Indian, residing at 67, Kabi nabin sen street, PO+PS-Nimta, Dist-North 24 Parganas, Kolkata-700049 **2.HARADHAN GHOSAL CHOWDHURY Pan no: ADMPC1132C , AADHAAR NO: 954777388436**son of Late Monoranjan Ghosal Chowdhury by occupation- service by faith- Hindu, by Nationality Indian, residing at 67, Kabi nabin sen street, PO+PS-Nimta, Dist-North 24 Parganas, Kolkata-700049 **3.NILIMA CHAKRABORTY Pan no: BMXPC9372F** wife of Nirranjan Chakraborty daughter of Monoranjan Ghosal Chowdhury , by occupation- house wife by faith- Hindu, by Nationality Indian, residing at 67, Kabi nabin sen street, PO+PS-Nimta, Dist-North 24 Parganas, Kolkata-700049 presently residing at 11/50 Nagendranath Road, Dist-North 24 Parganas **4.RUMA MUKHERJEE Pan no:FQNPM6080C AADHAAR NO: 526029419784** wife of Santosh Mukherjee daughter of Late Monoranjan Ghosal Chowdhury by occupation- house wife by faith- Hindu, by Nationality Indian, residing at 67, Kabi nabin sen street, PO+PS-Nimta, Dist-North 24 Parganas,

Kolkata-700049, presently residing at ShyamNagar Road, Bangur Avenue Kolkata- 700055

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

**And**

**SHINE CONSTRUCTIONS**, having its registered place of business at 4(53) R.B Road , 2<sup>nd</sup> Lane, Nimta, Kolkata-700049, , represented its Sole Proprietor named **SRI ABHIJIT SAHA** Pan no: **CTCPS6817E** son of Lt Sunil Saha, by faith –Hindu , by occupation – Business, by nationality – Indian, residing at 101 R..B Road, P.s & P.o - Nimta Kolkata-700049 By occupation- Business, by Nationality- Indian (**Developer/Promoter**, includes successors-in-interest)

**And**

\_\_\_\_\_s/w/d of \_\_\_\_\_  
by nationality Indian, by faith\_\_\_\_\_, by occupation\_\_\_\_\_,  
residing at\_\_\_\_\_, Post office  
\_\_\_\_\_, Police Station\_\_\_\_\_, District  
\_\_\_\_\_, PIN\_\_\_\_\_ [PAN\_\_\_\_\_]

\_\_\_\_\_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 Developer collectively **Sellers**.

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

#### **DEFINATIONS:**

For the purpose of this Deed of Conveyance, unless the context otherwise requires,-

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. XLI of 2017);
- b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d) **“Section”** means a Section of the Act.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- (a) 4.1.1 **Said Unit:** Residential Unit No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having super built-up area of \_\_\_\_\_ ( ) square feet, more or less and corresponding carpet area of \_\_\_\_\_ ( ) square feet, more or less, in the Block \_\_\_\_\_ (**Said Block**), described in **Part-I** of the **2<sup>nd</sup> Schedule** below (**Said Unit**), in the complex named "**MP APARTMENT**" (**Said Complex**), at **R.S. Dag No. 2792/3588, 2792/3888**, under **R.S Khatian No. 2563,3009,3010,3011** land lying and situated at **KABI NABIN SEN STREET** Mouza – *Uttar Nimta*, J. L. No. 2, R.S. No. 102, Touzi No.172 , within the local limits of North Dum Dum Municipality, being Municipal Ward No. 12 , Amalgamated Holding No.121(112) within the jurisdiction of Nimta Police station, in the District of North 24 Parganas,, morefully described in **Part-I** of the **1<sup>st</sup> Schedule** below (**Said Property**).

**Parking Space:** \_\_\_ (\_\_\_\_\_) Open/Covered Garage includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex, described in Part II of the 6<sup>th</sup> Schedule below (Parking Space).

**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 Parking Space bears to the total carpet area of the Said Block.

**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 **2<sup>nd</sup> 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.

**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 **4<sup>th</sup> 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.*

The Said Unit, the Land Share, the Parking Space (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **6<sup>th</sup> Schedule** below (collectively **Said Unit And Appurtenances**).

## 5. Background

### **WHEREAS:-**

1. One PARUL GHOSAL CHOWDHURY is the sole owner and possessor of a plot of land measuring an area of was **3(Three) cottashs 00(zero)chittacks 00(zero) Square feet** comprising in R.S dag no.2792/3888, under R.S khatian no.2563, of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No.12in the District North 24 Parganas,Kolkata-700049 , Which is absolutely free from all encumbrance whatsoever by virtue of purchases by a kobala in registered at A.D.S.R. Office cossipore Dumdum against valuable consideration mentioned thereon. Described in the Part -II of the First Schedule here under written.

2. Since their purchase as above, the PARUL GHOSAL CHOWDHURY as the absolute owner and lawfully seized and possessed of the said **3(Three) cottashs 00(zero)chittacks 00(zero) Square feet** land free from all encumbrances, attachments liens etc of any manner and what so ever nature.

Said PARUL GHOSAL CHOWDHURY was died on 12.12.1998 leaving behind the following person respectively as her legal heirs.

<u>NAME</u>	<u>RELATIONSHIP WITH THE DECEASED</u>
1) PRATIMA GHOSAL CHOWDHURY	Daughter
2) HARADHAN GHOSAL CHOWDHURY	Son
3) NILIMA CHAKRABORTY	Daughter
4) RUMA MUKHERJEE	Daughter

3. Thus on this basis of the aforesaid facts and circumstances the said above mention **PRATIMA GHOSAL CHOWDHURY ,HARADHAN GHOSAL CHOWDHURY, NILIMA CHAKRABORTY and RUMA MUKHERJEE** all became the absolute joint owner of the aforesaid land measuring **3(Three) cottashes 00(zero)chittacks 00(zero) Square feet .**

***WHEREAS:-***

The Said present landowner namely **PRATIMA GHOSAL CHOWDHURY, HARADHAN GHOSAL CHOWDHURY, NILIMA CHAKRABORTY and RUMA MUKHERJEE** herein amalgamated the said two plots of land and converted the same into a single plot / Holding from the concerned North Dum Dum Municipality in the year 2019 and after amalgamation the said property comes into total area of **5(Five) cottashes 9 chittacks 00(zero) sqft** which is morefully described Schedule here under written.

**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.

**Registered Development Agreement :** The said first part measured the land and got **5(Five) cottashes 9 chittacks 00(zero) sqft** feet more or less in their khas possession, and entered into a Registered Development Agreement with the present Developer, **SHINE CONSTRUCTIONS**, for constructing multi storied buildings on the said plot of land. The said Development Agreement was registered on 02.01.2020, in the office of the A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 -2020 , Pages 217 to264 , Deed No. 152605390 of 2019.

The Owners have also granted 9 (nine) nos. registered Power of Attorney to act in their place and stead and to represent them in all matters and purposes concerning the development of the project, the details of those Power of Attorneys are given below: (collectively **Power of Attorney**).

**Registered Power of Attorney** : The said first part also executed a Registered General Power of Attorney, registered on 02.01.2020, in the office of the A.D.S.R Belghoria, and recorded in Book No. 1 , CD Volume No.1526, Pages 148 to184 , Deed No.152600005 of 2020, appointing **SRI ABHIJIT SAHA** Sole Proprietor of **SHINE CONSTRUCTIONS**, Developer herein, as their Constituted Attorney.

With the intention of developing the Said land by raising construction of a (G + 2) 3 storied building thereon the Said land owner **SHINE CONSTRUCTIONS** has got a (G + 2) 3 storied building plan, sanctioned by the North DumDum Municipality dated 19/05/2020 , Vide Sanctioned Plan No: 30/20-21

**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 Developer (collectively **Developer's Allocation**). In terms of the Development Agreements, the Developer 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 Developer has separate agreement whereby the Owners had permitted the Developer to sell certain portion from the Owners' Allocation (collectively **Additional Developer's Allocation**).

**Said Scheme:** For selling the Units comprised in the Developer's Allocation and in the Additional Developer's Allocation, the Developer 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 Developer bearing all costs for the construction of the Owners' Allocation except the Additional Developer's Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchaser (**Intending Buyers**) is nominee of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners,

(4) the Units comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominee of the Developer) would agree to sell Land Shares

to the Intending Buyers and the Developer would agree to sell Units comprised in the Developer'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 Developer.

**Commencement of Construction:** The Developer commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.

**Application and Allotment to Buyers:** The Buyers, upon full satisfaction of the Sellers' title, applied for allotment of the Said Flat And Appurtenances, described in **Part III** of the **6<sup>th</sup> Schedule** below, which is comprised in the Developer'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 Flat And Appurtenances, on the terms and conditions contained therein.

The said **Agreement for Sale** was registered on ....., **registered in the office of the .....** and recorded in **Book No....., CD Volume No. .... Pages .... to ....., being Deed No. .... for the year 20.....**

**Construction of Said Building:** The Developer has completed construction of the Said Complex in the Said Premises.

**Conveyance to Buyers:** In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favour of the Buyers, by these presents, on the terms and conditions contained herein.

**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:

**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 Flat, the Parking Space, 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.

**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 favour 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.



**Rights Confined to Said Flat 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 Flat 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.

**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.

**Undertaking of Buyers:** The Buyers further undertake that in consideration of the Sellers conveying the Said Flat 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

**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 Flat And Appurtenances described in **Part-III** of the **6<sup>th</sup> Schedule** below, being :

**Said Unit:** Residential Unit No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having super built-up area of \_\_\_\_\_ ( ) square feet, more or less and corresponding carpet area of \_\_\_\_\_ ( ) square feet, more or less, in the Block \_\_\_\_\_ (**Said Block**), described in **Part-I** of the **2<sup>nd</sup> Schedule** below (**Said Unit**), in the complex named "**MP APARTMENT**" (**Said Complex**), morefully described in **Part-I** of the **1<sup>st</sup> Schedule** below (**Said Property**).

**Parking Space:** \_\_ ( ) covered parking space in the ground

floor of the Said Complex for parking of car, described in Part II of the 2nd Schedule below (Parking Space).

**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 Parking Space bears to the total carpet area of the Said Block.

**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.

**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.*

The Said Unit, the Land Share, the Parking Space (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Unit And Appurtenances**).

#### 7. **Total Consideration**

**Total Consideration:** The aforesaid transfer of the Said Flat And Appurtenances together with extra cost 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.

Sl. No.	Description	Rate Per Square (In INR)	Amount (In INR)
A.	<b>Unit Price:</b> a) Cost of Apartment/Unit b) Cost of exclusive balcony or verandah c) Proportionate cost of Common Areas with external wall thickness etc. d) Covered Parking Space/open Parking Space	[Please specify square rate]	[Please specify total]
	<b>Sub-Total :</b>		
B	<b>Other Charges:</b> a) Stand-by power supply to the Said Unit from diesel generators, per 1 (one) KVA. b) Security deposit and all other charges of the supply agency for providing mother meter to the Said Block.		Rs. _____/-  Rs. _____/-
	c) The Promoter shall provide intercom facility in the Said Unit, the Allottee shall be liable to give an installation charge.		Rs. _____/-
	d) The Promoter shall provide Water Filtration Plant facility in the Said Complex, the Allottee shall be liable to give an installation charge.		Rs. _____/-
	e) The Promoter shall provide Community hall in the Said Complex, the Allottee shall be liable to give an installation charge.		Rs. _____/-
	f) The Promoter shall provide Gym in the Said Complex/Said Block, the Allottee shall be liable to give an installation charge.		Rs. _____/-
	g) Interest Free advance for proportionate share of the common expenses/ maintenance charges for 12 months @ Rs. 2/- (Rupees two) only per square feet.		Rs. _____/-
	h) Legal/Documentation charges of the Said Apartment, excluding stamp duty and registration fees, registration/ commission fees and misc. expenses, which shall be paid extra by the Allottee at the time of registration.		Rs. _____/-
	<b>Sub-Total :</b>		
C	Total GST (Goods and Service Tax)		
	<b>Total Price (A + B+C)</b>		

**8. Terms of Transfer**

**Conditions Precedent**

**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 Flat And Appurtenances;
- (b) The Plans sanctioned by .....
- (c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications, amenities-facilities, materials, workmanship and structural stability thereof.

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

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

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

**Absolute:** absolute, irreversible and for ever.

**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, *debuffers*, reversionary rights, residuary rights, claims and statutory prohibitions.

**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.

**Other Rights:** Together with all other rights appurtenant to the Said Flat And Appurtenances.

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

**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 and/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.

**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 **3<sup>rd</sup> Schedule** below.

**Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), described in the **4<sup>th</sup> Schedule** below.

**Observance of Covenants:** The Buyers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5<sup>th</sup> Schedule** below.

**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**

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

**10. Outgoings**

**Payment of Outgoings:** All *Panchayat* taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the 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 Flat And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyers.

**11. Holding Possession**

**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 Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the 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**

**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 Flat And Appurtenances.

**13. Further Construction**

**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**

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

**15. Interpretation**

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

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

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

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



**1<sup>st</sup> Schedule  
(Said Premises)**

**ALL THAT** piece or parcel of a plot of land measuring an area of **5(Five) cottashs 9 chittacks 00(zero) sqft** be the same a little more or less, along with Pacca structure measuring 500 sqft more or less comprised, **R.S. Dag No. 2792/3588, 2792/3888**, under **R.S Khatian No. 2563,3009,3010,3011** land lying and situated at **KABI NABIN SEN STREET** Mouza – **Uttar Nimta**, J. L. No. 2, R.S. No. 102, Touzi No.172 , within the local limits of North Dum Dum Municipality, being Municipal Ward No. 12 , Amalgamated Holding No.121(112) within the jurisdiction of Nimta Police station, in the District of North 24 Parganas ,which is butted and bounded as follows : -

<b>ON THE NORTH :</b>	House of Sunil Saha
<b>ON THE SOUTH :</b>	Kabi Nabin Sen Street
<b>ON THE EAST</b>	: Other land & house
<b>ON THE WEST</b>	: Other land & house

**2<sup>nd</sup> Schedule  
(Common Portions)**

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

- External walls of the Said Complex
- Lift (s)
- Generator (s)
- Demarcated portion of the roof above top floor of Said Complex

**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 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 Flat) walls of the Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipments 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:** *Panchayat* Tax, surcharge, Water Tax and other levies in respect of the Said Complex **save** those separately assessed on the Buyers.
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.
9. **Unsold Flats:** Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

**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 flats 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 Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances;
- 6) **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Said Complex, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the 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 Flat 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 Flat 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 Flat And Appurtenances), from the Date Of Possession and until the Said Flat 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 Flat 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 parking spaces which are not required for ingress and egress from and to the Said Flat, 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 Flat 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 flats 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 flat 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:

**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.

**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.

**Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.

**Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Flat 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.

**Residential Use:** use the Said Flat for residential purpose only. Under no circumstances the Buyers shall use the Said Flat for commercial, industrial or any other purpose.

**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 Flat, 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.

**No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Complex which may affect or endanger the structural stability of the Said Complex and not subdivide the Said Flat in any manner whatsoever.

**No Sub-Division of flat/parking space/servant quarters:** Not to sub-divide the flat/parking space/servant quarter under any circumstances.

**No Changing Name:** not change/alter/modify the name of the Said Complex, which has been given by the Seller.

**No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said

Complex and/or the 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.

**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.

**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 Flat and the Parking Space, if any).

**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 and the Parking Space, if any.

**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.

**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.

**No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.

**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.

**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 Flat **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 Flat.

**No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and Parking Space (if any).

**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.

**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.

**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.

**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 Flat 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 Flat 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 Flat And Appurtenances. The Buyers have interest only in and upon the Said Flat 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 flat owners of the Said Complex.



**6<sup>th</sup> Schedule**  
**Part-I**  
**(Said Flat)**

Residential Unit No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having super built-up area of \_\_ ( ) square feet, more or less and corresponding carpet area of \_\_ ( ) square feet, more or less, in the Block \_\_\_\_\_ (**Said Block**), in the complex named “**MP APARTMENT**”, to be constructed on a portion of the Said Property described in **Part-I** of the **1<sup>st</sup> Schedule** above.

**Part-II**  
**(Parking Space)**

The right to park \_\_\_\_\_ ( ) medium sized car in the covered space in the ground floor of the Said Complex, which includes the service area of the Said Property and the same (1) shall be allotted to the Buyer after completion of construction of the Said Complex and (2) can only be used for parking of a medium sized motor car of the Buyer, as the case may be, and not for any other purposes.

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

The Said Flat, being the flat described in **Part-I** of the **6<sup>th</sup> Schedule** above.

The Parking Space, being the car parking space/s described in **Part-II** of the **6<sup>th</sup> Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1<sup>st</sup> Schedule** above, underneath the Said Complex as be attributable and appurtenant to the Said Flat and the Parking Space.

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

**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]**

\_\_\_\_\_  
**(SHINE  
CONSTRUCTION  
S]**

\_\_\_\_\_  
**[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 Flat And Appurtenances together with extra cost described in the **Part-III** of the **6<sup>th</sup> Schedule** above, in the following manner:

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

Total - Rs. \_\_\_\_\_/-

---

**(SHINE CONSTRUCTIONS]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_