

DEED OF CONVEYANCE

THIS DEED OF SALE / CONVEYANCE executed on this (Date) day of (Month),
20.....,

BY and BETWEEN

Sri Om Prakash Bhuwalka, Son of Late Ganesh Das Bhuwalka, **Income Tax PAN No.- AIZPB1892J**, by occupation Business, by Faith Hindu, Indian Citizen, resident of 51, N. S. B. Road, P.O. & P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.) hereinafter called and referred to as the **'OWNER'** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART:**

AND

Akaisha Bhuwalka Buildcon LLP, a Limited Liability Partnership Firm, Holding **Income Tax PAN No.-ABGFA6143B**, having its registered office at Flat No. 4A1, 4th floor, Gokul Dham, 956, Jessore Road, Lake Town, Kolkata-700 055 and branch office at 51, N. S. B. Road, P.O. & P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.) represented by its Partner **SRI VIVEK BHUWALKA**, son of Sri Om Prakash Bhuwalka, **Income tax PAN.- AIZPB9974D**, by occupation Business, by Faith Hindu, Indian Citizen, resident of 51, N. S. B. Road, P.O. & P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.) hereinafter referred to as *the* **"DEVELOPER/PROMOTER"** (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor-in-interest and assigns) of the **SECOND PART :**

AND

3.2 [If the Buyer is a company] _____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Buyer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees). [OR] [If the Buyer is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Buyer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners). [OR] [If the Buyer is an Individual] Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Buyer" (which expression shall unless repugnant to the context or meaning thereof be deemed to

mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). [OR] [If the Buyer is a HUF] Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Buyer" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees). of the Other Part.

Developer / Promoter and Buyer(s) collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

Subject Matter of Conveyance

A. **TRANSFER OF SAID FLAT AND APPURTENANCES:** Terms and conditions for transfer of:

1. **SAID FLAT:** Residential Flat No. _____ on the _____ Floor, having super built-up area of approximately _____ (_____) square feet [corresponding to carpet area approximately _____ (_____) square feet], described in Part-I of the Sixth Schedule below (Said Flat), comprised in Block No. (Said Building) in the complex named 'KAMALA DHAM' (Said Complex) situated at Jeeradanga, in Mouza Searsole, J.L No 17, within Asansol Municipal Corporation and more fully described the First Schedule below .
2. **LAND SHARE:** Undivided, proportionate, impartible and variable share in the land contained in the Said Premises (Land Share), attributable and appurtenant to the Said Flat.
3. **PARKING SPACE:** The car / motorcycle and/or both parking space/s described in Part-II of the Sixth Schedule below (Parking Space), if any.
4. **SHARE IN COMMON PORTIONS:** Undivided, proportionate, impartible and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex (Share In Common Portions), the said common areas, amenities and facilities being described in the Second Schedule below (collectively Common Portions).
5. **EASEMENT RIGHTS:** Right of perpetual easement on the roads and pathways situate inside the KAMALA DHAM project (Easement Rights).

B. **Background**

1. **ABSOLUTE OWNERSHIP OF SAID PREMISES:**

By virtue of the following mentioned registered Deeds of sale OM PRAKASH BHUWALKA became the absolute Owner of ALL THAT land measuring more or less 117 decimal under L.R. Dag No.2333, land measuring more or less 22.5 Decimal under L.R. Dag No.2334 and land measuring more or less 84 Decimal under L.R. Dag No.2332, morefully described in **First Schedule** within Mouza Searsole, J.L. No.17 Sub-Division Asansol, Dist. Paschim Bardhaman, P.S. Raniganj

Sl.No.	Registered on	At the Office of	Registration details	Dag No.	Khatian No.	Area of the Land in Decimal
1.	28.02.2013	A.D.S.R. Raniganj	Book No. I, CD Volume No.3, Pages 4460 to 4471, Being No.01068 for the year 2013	2333 (L.R.)	4473 (L.R.)	78
2.	30.03.2004	A.D.S.R. Raniganj	Book No. I, Volume No.29, Pages 107 to 113, Being No. 847 for the year 2004	1671 (R.S.) 2333 (L.R.)	422 (R.S.)	39
3.	17.08.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 78947 to 78959, Being No.020404983 for the year 2016	2332 (L.R.)	5609 (L.R.)	7
4.	29.07.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 73088 to 73102, Being No.020404519 for the year 2016	2332 (L.R.)	5609 (L.R.)	37
5.	28.07.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 72328 to 72342, Being No.020404472 for the year 2016	2332 (L.R.)	5609 (L.R.)	40
6.	18.05.2016	A.D.S.R. Raniganj	Book No. I, Volume No.0204-2016, Pages 47899 to 47912, Being No.020402858 for the year 2016	2334 (L.R.)	4588 (L.R.)	16.5

7.	20.11.2006	A.D.S.R. Raniganj	Book No. I, Volume No.51, Pages 6 to 10, Being No.1488 for the year 2006	2334 (L.R.)	3021, 2913, 2912, 2909, 2910 (L.R.)	6
TOTAL :						223.5

2. **SANCTION OF PLANS:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Complex thereon and selling spaces therein (Units), the Developer / Promoter has got a building plan sanctioned by the Asansol Municipal Corporation, being Plan No. vide nos. for construction of new buildings partly for residential and partly for commercial purpose and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any.
3. **COMMENCEMENT OF CONSTRUCTION:** The Developer / Promoter commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.
4. **OTHER PERMISSIONS AND REGISTRATION UNDER WBHIRA:** The Developer / Promoter has got the building Plans sanctioned by the Asansol Municipal Corporation and also obtained other necessary permissions and sanctions from the other competent authority(ies) and has also registered the Project under the West Bengal Housing Industry Regulation Act, 2017 ("Act") with the West Bengal Housing Industry Regulatory Authority at West Bengal on _____ under Registration No. HIRA/P/KOL/_____.
5. **APPROACH BY BUYER(S):** The Buyer(s) directly/through a marketing agency, approached the Developer / Promoter.
6. **SALE AGREEMENT:** By an agreement dated _____ (Sale Agreement), the Developer / Promoter has agreed to sell and convey to the Buyer(s) the Said Flat described in Third Schedule below.
7. **COMPLETION OF CONSTRUCTION OF THE SAID BUILDING:** The Developer / Promoter has since completed construction of the Said Building.
8. **CONVEYANCE TO THE BUYER(S):** In pursuance of the Sale Agreement dated _____, between the Developer / Promoter herein and Buyer(s) herein, the Developer / Promoter is completing the sell/transaction of the Said Flat in favour of the Buyer(s), by these presents.

C. Transfer

1. **HEREBY MADE:** The Developer / Promoter hereby sells, conveys and transfers to and unto the Buyer(s) absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat Sixth Schedule below, being :
2. **SAID FLAT:** Residential Flat No. _____ on the ____ Floor, having super built-up area of approximately ____ (_____) square feet, described in Part-I of the 6th Schedule below, described in Part-I of the Sixth Schedule below (Said Flat), comprised in Block No. (Said Building) in the complex named 'KAMALA DHAM' (Said Complex) and more fully described the First Schedule below
3. **LAND SHARE:** Undivided, proportionate, impartible and variable share in the land contained in the Said Premises (Land Share), attributable and appurtenant to the Said Flat.
4. **PARKING SPACE:** The car parking space/s described in Part-II of the Sixth Schedule below (Parking Space), if any.
5. **SHARE IN COMMON PORTIONS:** Undivided, proportionate, impartible and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex (Share In Common Portions), the said common areas, amenities and facilities being described in the Second Schedule below (collectively Common Portions).
6. **EASEMENT RIGHTS:** Right of perpetual easement on the roads and pathways situate inside the KAMALA DHAM project.

D. CONSIDERATION

TOTAL CONSIDERATION: The aforesaid transfer of the Said Flat And Appurtenances is being made in consideration of a sum of Rs. _____/- (Rupees _____ only) (Total Consideration), paid by the Buyer(s) to the Developer / Promoter, receipt of which the Developer / Promoter hereby, admits and acknowledges.

E. TERMS OF TRANSFER

1. CONDITIONS PRECEDENT

2. **TITLE, PLAN AND CONSTRUCTION:** The Buyer(s) have examined or caused to be examined the following and the Buyer(s) are fully satisfied about the same and shall not be entitled to and

covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so:

- (a) The right title and interest of the Developer / Promoter in respect of the Said Premises, the Said Complex, the Said Building and the Said Flat;
 - (b) The Plans sanctioned by the Corporation and other permissions if any granted by the other competent authorities;
 - (c) The construction and completion of the Said Building, the Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.
 - (d) The Buyer(s) also assure to comply with covenants of his/its part as stipulated herein and also observe generous rules and regulations as applicable in multi-storied buildings and shall maintain the said Flat in habitable condition without causing any changes structural or otherwise in the said Flat.
3. **MEASUREMENT:** The Buyer(s) have measured the area of the Said Flat and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.
 4. **SALIENT TERMS:** The transfer of the Said Flat being affected by this Conveyance is:
 5. **SALE:** a sale within the meaning of the Transfer of Property Act, 1882.
 6. **ABSOLUTE:** absolute, irreversible and forever.
 7. **FREE FROM ENCUMBRANCES:** free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.
 8. **OTHER RIGHTS:** Together with all other rights appurtenant to the Said Flat.
 9. **SUBJECT TO:** The transfer of the Said Flat being effected by this Conveyance is subject to:
 10. **PAYMENT OF EXTRAS:** the Buyer(s) regularly and punctually shall pay 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 (Society / Association) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit.

11. **PAYMENT OF COMMON EXPENSES:** the Buyer(s) regularly and punctually shall pay 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 Third Schedule below.
12. **EASEMENTS AND QUASI-EASEMENTS:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively Easements And Quasi-easements), described in the Fourth Schedule below.
13. **OBSERVANCE OF COVENANTS:** the Buyer(s) observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Fifth Schedule below.
14. **INDEMNIFICATION BY BUYER(S):** Indemnification by the Buyer(s) about the Buyer(s) faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer(s) hereunder. The Buyer(s) agreed to keep indemnified the Developer / Promoter and/or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Developer / Promoter and/or its successors-in-interest by reason of any default of the Buyer(s).

F. POSSESSION

Delivery of Possession: Khas, vacant and peaceful possession of the Said Flat has been handed over by the Developer / Promoter to the Buyer(s), which the Buyer(s) admits, acknowledges and accepts.

G. Outgoings

Payment of Outgoings: All Municipal taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period from the date of possession or Completion Certificate, which ever may be earlier, in respect of the Said Flat, whether as yet demanded or not, shall be borne, shall be borne, paid and discharged by the Buyer(s).

H. Holding Possession

BUYER(S) ENTITLED: The Developer / Promoter hereby covenants that the Buyer(s) 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 every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or

expressed or intended so to be unto and to the Buyer(s), without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Developer / Promoter or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Developer / Promoter.

I. FURTHER ACTS

DEVELOPER / PROMOTER TO DO: The Developer / Promoter hereby covenants that the Developer / Promoter or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer(s) and/or successors-in-interest of the Buyer(s), do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer(s) to the Said Flat And Appurtenances. And the Developer / Promoter shall comply with its obligations as provided in the West Bengal Housing Industry Regulation Act, 2017 subject to the Buyer(s) comply with his/its/their obligations and covenants as stipulated herein and in the said Sale Agreement.

J. FURTHER CONSTRUCTION

ON THE ROOF: The Developer / Promoter shall be entitled to construct further storey's on the roof above the top floor of the Said Building and the Buyer(s) covenant that the Buyer(s) shall not obstruct or object to the same, notwithstanding that in the event of such further storey's being constructed, the Land Share of the Said Flat shall stand altered and/or modified. The Developer / Promoter and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes (without causing unreasonable inconvenience to the Buyer(s) and/or the other occupants of the Said Building) as may be necessary for making such further stories and the Buyer(s) covenant that the Buyer(s) shall not be entitled to raise any objection in any manner whatsoever with regard thereto.

K. 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.

L. INTERPRETATION

1. **NUMBER:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
2. **HEADINGS:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

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

First Schedule

PART-I

(TOTAL PROPERTY)

ALL THAT land measuring more or less decimal under L.R. Dag No., land measuring more or less Decimal within Mouza Searsole, J.L. No.17 Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj, equivalent to Sq. Ft., under L.R. Khatian No. 4474 and border **GREEN** in the MAP or PLAN annexed as **Annexure "B"** hereto which do form a part of this Deed:

PART-II

(SAID SCHEDULED PROPERTY)

ALL THAT the piece and parcel of land measuring **Sq. Ft.** (be the same little more or less) land measuring more or less under L.R. Dag No., under L.R. Khatian No. 4474 within Mouza Searsole, J.L. No.17, Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj and border **ORANGE** in the MAP or PLAN annexed as **Annexure "B"** hereto which do form a part of this Deed.

PART-III

BALANCE PROPERTY

ALL THAT Land measuring more or less Sq. Ft. under L.R. Dag No., within Mouza Searsole, J.L. No.17, Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj and Border **RED** in MAP or PLAN annexed as **Annexure "B"** hereto which do form a part of this Deed.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Premises.

Second Schedule (Common Portions)

COMMON PORTIONS

(Applies to present phase and all other phases in future)

- a) Lobbies, passages, staircases, landings, corridors of the said Building.

- b) Driveways and internal paths and passages in the said Property.
- c) Lift, Lift pits, chute and lift machine rooms other equipments.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well / Asansol Municipal Corporation (as per availability)
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories
- j) Water Pump and motor and water pump room (if any).
- k) Septic Tank
- l) Common toilets (if any)
- m) Room for Darwans(if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- o) Boundary walls and Main Gate
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)
- t) Gymnasium, swimming pool, community hall
- u) Any other area as per prevailing Act and Rule.

Note :- Any other areas and installations and/or equipments, if any, as are provided in the Said Complex and/or the Said Premises for common-use and enjoyment of the owners and occupants of the residential portion.

Third 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.
3. Fire Fighting: Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. Association: Establishment and all other capital and operational expenses of the Association.
5. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.

6. 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 Building and the Said Complex.

7. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, D.G. Set, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

8. Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex save those separately assessed on the Buyer(s).

9. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

10 Unsold Flats: Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

Second Schedule (Easements and Quasi-easements)

The Buyer(s) and the other co-owners shall allow each other, the Developer / Promoter and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Buyer(s) 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 Building 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 Building by other and/or others thereof;

4) Right over Common Portions: The absolute, unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained;

5) Appurtenances of the Said Flat: Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat and/or Parking if any and Appurtenances;

6) Right to Enter: The right, with or without workmen and necessary materials, to enter upon the Said Building, 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 Building;

Fifth Schedule (Covenants)

Note: For the purpose of this Schedule, the expression Developer / Promoter 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 Buyer(s) elsewhere in this Conveyance, which shall also be and be deemed to be included in the Buyer' Covenants.

1. Buyer(s) Aware of and Satisfied with Said Complex and Construction: The Buyer(s) admit and accept that the Buyer(s), upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat. The Buyer(s) have examined and are acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyer(s) shall neither have nor shall claim any right over any portion of the Said Building and the Said Complex and the Said Premises save and except the Said Flat.

2. Buyer(s) to pay Taxes and Common Expenses/Maintenance Charges: The Buyer(s) admits and accepts that the Buyer(s) shall pay Municipal and other taxes (proportionately for the Said Building and the Said Complex and wholly for the Said Flat And Appurtenances, from the Date of possession or completion certificate, which ever may be earlier, and until the Said Flat is separately mutated and assessed in favour of the Buyer(s), on the basis of the bills to be raised by the Developer / Promoter / Association, such bills being conclusive proof of the liability of the Buyer(s) in respect thereof. The Buyer(s) also admits and accepts that the Buyer(s) shall have mutation completed at the earliest. The Buyer(s) further admits and accepts that the Buyer(s) shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Building and the Said Complex as indicated above, on the basis of the bills as raised by the Developer / Promoter/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 Developer / Promoter / Association. In the event of the Developer / Promoter being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future and if the Developer / Promoter is advised by its consultant that the Developer / Promoter is liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Developer / Promoter having agreed to perform the obligations, the Buyer(s) shall be made liable to pay all such tax, duty, levy or other liability and hereby agree to indemnify and keep the Developer / Promoter saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. Buyer(s) to Pay Interest for Delay and/or Default: The Buyer(s) admit and accept that the Buyer(s) shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Developer / Promoter / Association, within 7 (seven) days of presentation thereof, failing which the Buyer(s) shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Developer / Promoter / Association, such interest running till such payment is made. The Buyer(s) also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, the Developer / Promoter / Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyer(s).

4. Developer / Promoter's Charge/Lien: The Buyer(s) admit and accepts that the Developer / Promoter shall have the first charge and/or lien over the Said Flat for all amounts remaining outstanding from the Buyer(s).

5. No Obstruction by Buyer(s) to Further Construction: The Buyer(s) admit and accept that the Developer / Promoter is entitled to construct further stories on and above the roof of the top floor of the Said Building and the Said Complex and/or to make other constructions elsewhere in the Said Premises and the Buyer(s) shall not obstruct or object to the same. The Buyer(s) also admit and accept that the Developer / Promoter and/or employees and/or agents and/or contractors of the Developer / Promoter shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for making such further construction and the Buyer(s) shall not raise any objection in any manner whatsoever with regard thereto.

6. No Rights of or Obstruction by Buyer(s): The Buyer(s) admit and accept that all open areas in the Said Building and the Said Complex including all open car parking spaces which are not required for ingress to and egress from the Said Flat, do not form part of the Common Portions in terms of the Agreement and the Developer / Promoter shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.

7. Variable Nature of Land Share and Share In Common Portions: The Buyer(s) covenants that:

(1) the Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions has been arrived at on a very rough estimation of the proportion that the Said Flat bears to the currently proposed area of the Said Building and the Said Complex and if the area of the Said Building and the Said Complex is increased / recomputed by the Developer / Promoter (which the Developer / Promoter shall have full right to do and which right is hereby unconditionally accepted by the Buyer(s)), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately,

(2) the Buyer(s) shall not question any variation (including diminution) of the Land Share and the Share In Common Portions as decided by the Developer / Promoter,

(3) the Buyer(s) shall not demand any refund of the Total Consideration paid by the Buyer(s) on ground of or by reason of any variation of the Land Share and the Share in Common Portions and

(4) the Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions is not divisible and partible. The Buyer(s) shall accepts (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Developer / Promoter.

8. Buyer(s) to Participate in Formation of Association: The Buyer(s) admit and accept that the Buyer(s) and other co-owners shall form the Association and the Buyer(s) shall become a member thereof. The Buyer(s) shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer(s) shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Buyer(s) also admit and accept that until formation of the Association, the Developer / Promoter shall look after the maintenance of the Said Building and the Said Complex and/or the Said Premises. 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 Buyer(s), 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 Buyer(s), for the respective purposes thereof. However, it is clarified here that the Developer / Promoter shall have the sole discretion as to when the Association is to be formed and maintenance of the Said Building, Said Complex and/or the Said Premises to be handed over.

9. Obligations of the Buyer(s): With effect from the Date of Possession, the Buyer(s) shall:

9.1 Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Building, Said Complex and/or the Said Premises by the Developer / Promoter/Association.

9.2 Observing Rules: observe the rules framed from time to time by the Developer / Promoter / Association for the beneficial common enjoyment of the Said Building, Said Complex and/or the Said Premises.

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

9.4 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 Developer / Promoter 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 Building. The Buyer(s) shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building, Said Complex and/or the Said Premises.

9.5 Residential Use: use the Said Flat for residential purpose only. Under no circumstances the Buyer(s) shall use the Said Flat for commercial, industrial or any other purpose.

9.6 No Alteration: not alter, modify or in any manner change the elevation and exterior colour scheme of the Said Building, Said Complex and/or the Said Building 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 Developer / Promoter or the Association. In the event the Buyer(s) makes the said alterations/changes, the Buyer(s) shall compensate the Developer / Promoter/Association as estimated by the Developer / Promoter/Association.

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

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

9.9 No Changing Name: not change/alter/modify the name of the Said Building, Said Complex, which has been given by the Developer / Promoter.

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

9.11 No Storage: not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Building, Said Complex and/or the Said Premises.

9.12 No Obstruction to Developer / Promoter/Association: not obstruct the Developer / Promoter/Association in their acts relating to the Common Portions and not to obstruct the Developer / Promoter in constructing other portions of the Said Building, Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Building, Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).

9.13 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 Flat and the Parking Space, if any.

9.14 No Violating Rules: not violate any of the rules and/or regulations laid down by the Developer / Promoter and/or the Association for the use of the Common Portions.

9.15 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 there for.

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

9.17 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.

9.18 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 Building, Said Complex or outside walls of the Said Flat save at the place or places provided therefor provided that this shall not prevent the Buyer(s) from displaying a decent name plate outside the main door of the Said Flat.

9.19 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).

9.20 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 Building, Said Complex save in the manner indicated by the Developer / Promoter/Association.

9.21 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.

9.22 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 Building, Said Complex and/or the Said Premises.

9.23 No Use of Machinery: not install or operate any machinery or equipment except household appliances.

10. No Objection to Construction of Said Complex: Notwithstanding anything contained herein, the Buyer(s) covenants that the Buyer(s) have accepted the scheme of the Developer / Promoter to construct the Said Complex in phases and hence the Buyer(s) 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 Buyer(s) shall not raise any objection to any inconvenience that may be suffered by the Buyer(s) due to and arising out of the construction activity in the Said Building, Said Complex/Said Premises after delivery of possession of the Said Flat And Appurtenances.

11. No Dispute for Not Construction of Other Areas: The Buyer(s) further covenants that the Buyer(s) shall not have any right to raise any dispute or make any claim with regard to the Developer / Promoter either constructing or not constructing any portions of the Said Complex other than the Said Flat And Appurtenances. The Buyer(s) have interest only in and upon the Said Flat and the Common Portions as are comprised in the Said Building and the Said Complex. However, and only upon the Developer / Promoter constructing the balance portions of the Said Building and the Said Complex, the Buyer(s) shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Building and the Said Complex which may be constructed by the Developer / Promoter for common use and enjoyment of all the flat owners of the Said Building and the Said Complex.

SIXTH Schedule (Part-I) (Said Flat)

PART-I

“SAID FLAT”

ALL THAT the Residential Flat No, type BHK, measuring Sq. Ft. (..... Sq. Ft.) Super-Built-Up Area equivalent to Carpet Area (CA) Sq. Ft. with EBVT Sq. Ft. totaling Net Area (CA+EBVT) of Sq. Ft., on the Floor of Block “...” of the under construction Building named “.....”, Tiles Flooring, in the Project named “KAMALA DHAM” to be constructed at the said Property. Border **RED** in the MAP or PLAN annexed as Annexure “A” herewith which do form a part of this Deed.

PART-II

“SAID PARKING SPACE”

ALL THAT the right to park Car / Motorcycle in:

(i) 1 (One) covered parking space in the ground floor measuring Sq. Ft. (..... Sq. Ft.) Super-Built-Up area more or less, equivalent to Carpet Area Sq. Ft. Cement Flooring;

21. EXECUTION AND DELIVERY:

21.1 IN WITNESS WHEREOF the Developer / Promoter and Buyer(s) have executed and delivered this instrument of Deed of Conveyance on the day month and year given above.

SIGNED SEALED AND DELIVERED by the within named DEVELOPER / PROMOTER at Kolkata in the presence of: 1. _____
[Developer / Promoter]

2. _____ [Buyer(s)]

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Drafted by me.

Advocate. High Court, Calcutta
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Receipt And Memo of Consideration

Received from the within named Buyer(s) the within mentioned sum of Rs. _____/- (Rupees _____ only) towards full and final payment of the Consideration For Transfer of the Said Flat And Appurtenances described in the Part-III of the 6th Schedule above, in the following manner:

Mode Date Bank Amount (Rs.) TOTAL Rs. _____/-

(Rupees _____ only)

[Developer / Promoter]

Witnesses:

Signature_____

Name_____

Signature_____

Name _____