

## CONVEYANCE

1. **Date:** \_\_\_\_\_

2. **Place:** Kolkata

3. **Parties:**

3.1 (1) JYOTI PROKASH DAS son of Late Dibakar Das, by caste - Hindu, by profession enjoyment of the usufracts of the property, residing at Khaja Anowar berh, P.O. - Sripally, P.S. & District - Burdwan, PAN ADJPD4232F (2) GAN PROKASH DAS, son of Late Dibakar Das, by caste - Hindu, by profession - enjoyment of the usufracts of the property, residing at Khaja Anowar berh, P.O. - Sripally, P.S. & District Burdwan, PAN - AEVPD7704F, both are hereinafter called the "VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the FIRST PART, represented through their Constituted Power of Attorney Holder M/S. ELITE CONSTRUCTION (PAN -AAEFE6241P), having its registered office at Bishalakshmi Bhavan, 96. No. G.T. Road, P.O., P.S. & Dist. Burdwan - 713101,

represented through its partners :- (1) DIGBIJOY DEY s/o Late Ajit Dey, by caste Hindu, by profession - Business, resident of Bajepuratappur, P.O., P.S. & Dist. Burdwan - 713101 PAN - ACTPD5431F (2) AND SASWATA CHAKRAVARTTY s/o Sukumar Chakravartty, by caste Hindu, by profession - Business, resident of Bishalakshmi Bhavan, 73 G.T. Road, P.O., P.S. & Dist. Burdwan - 713101, PAN - AECPC7598D (vide. Registered Development Power of Attorney being No. 020304410 for the year 2015 at A.D.S.R., Burdwan).

**AND**

1. Mr. \_\_\_\_\_, S/o Mr. \_\_\_\_\_, having PAN : \_\_\_\_\_ and residing at Village : \_\_\_\_\_, Post : \_\_\_\_\_, Police Station. : \_\_\_\_\_, District: Purba Bardhaman, West Bengal – \_\_\_\_\_. (Both/ single are) hereinafter called the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the SECOND PART.

**AND**

M/S. ELITE CONSTRUCTION (PAN: AAEFE6241P), having its registered office at Bishalakshmi Bhavan, 96. No. G.T. Road, P.O., P.S. & Dist. Burdwan - 713101, represented through its partners:- (1) RAJ KUMAR SHAW s/o Harish Chandra Shaw, by caste Hindu, by profession - Business, resident of Lakshmi Niwas, Badshahi Road, Sharma Para, P.O., P.S. & Dist. Burdwan - 713101. PAN : ATHPS8335C  
(2) DIGBIJOY DEY s/o Late Ajit Dey, by caste Hindu, by profession - Business, resident of Bajepuratappur, P.O., P.S. & Dist. Burdwan - 713101. PAN : ACTPD5431F  
(3) SASWATA CHAKRAVARTTY s/o Sukumar Chakravartty, by caste Hindu, by profession - Business, resident of Bishalakshmi Bhavan, 73 G.T. Road, P.O., P.S. & Dist. Burdwan - 713101. PAN : AECPC7598D  
(4) SUBRATA NANDI s/o Sudhir Nandi, by caste Hindu, by profession - Business, resident of Kulti, Sreepur Road, P.O., P.S. - Kulti, Dist. Burdwan. PAN : AELPN8684A

All are hereinafter called the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative and assigns) of the THIRD PART.

**And**

3. Mr. \_\_\_\_\_, S/o Mr. \_\_\_\_\_, having PAN : \_\_\_\_\_ and residing at Village : \_\_\_\_\_, Post : \_\_\_\_\_, Police Station. : \_\_\_\_\_, District: Purba Bardhaman, West Bengal – \_\_\_\_\_. (Both/ single are) hereinafter called the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the SECOND PART.

(collectively **Buyers** include successors-in-interest).  
Owners and Developer collectively **Sellers**.

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

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Flat:** Residential Unit No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having a carpet area about \_\_\_\_\_ (\_\_\_\_\_) square feet, described in **Part-I** of the **6<sup>th</sup>** Schedule below (**Said Unit**), in the complex named "**Elite Residency**" (Said Complex) **Part-I** of the **6<sup>th</sup>** Schedule below (**Said Flat**), at Khaja Anower Berh, North

Para, Ward No 17, Police Station Burdwan, District Purba Bardhaman, West Bengal - 713103, within the limits of Burdwan Municipality, morefully described in the **1st Schedule** below (**Said Premises**).

- 4.2 **Parking Space:** The right to park \_\_\_\_\_ ( \_\_\_\_\_ ) medium sized car/s in the open/covered space in the ground level/floor in the Said Complex, described in **Part-II** of the **6th Schedule** below (**Parking Space**).
- 4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** below, underneath for the Said Complex as be attributable and appurtenant to the Said Flat and the Parking Space (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the covered area of the Said Flat and the Parking Space bears to the total covered area of the Said Complex.
- 4.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **2nd Schedule** below (collectively **Common Portions**), as be attributable and appurtenant to the Said Flat.

The Said Flat, the Parking Space (if any), the Land Share and the Share In Common Portions collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Flat And Appurtenances**).

## 5. **Background**

(1) JYOTI PROKASH DAS son of Late Dibakar Das, by caste - Hindu, by profession enjoyment of the usufracts of the property, residing at Khaja Anowar berh, P.O. - Sripally, P.S. & District - Burdwan, PAN ADJPD4232F (2) GAN PROKASH DAS, son of Late Dibakar Das, by caste - Hindu, by profession - enjoyment of the usufracts of the property, residing at Khaja Anowar berh, P.O. - Sripally, P.S. & District Burdwan, PAN - AEVPD7704F, both are hereinafter called the "VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the FIRST PART, represented through their Constituted Power of Attorney Holder M/S. ELITE CONSTRUCTION (PAN -AAEFE6241P), having its registered office at Bishalakshmi Bhavan, 96. No. G.T. Road, P.O., P.S. & Dist. Burdwan - 713101, represented through its partners :- (1) DIGBIJOY DEY s/o Late Ajit Dey, by caste Hindu, by profession - Business, resident of Bajepuratappur, P.O., P.S. & Dist. Burdwan - 713101 PAN - ACTPD5431F (2) AND SASWATA CHAKRAVARTTY s/o Sukumar Chakravartty, by caste Hindu, by profession - Business, resident of Bishalakshmi Bhavan, 73 G.T. Road, P.O., P.S. & Dist. Burdwan - 713101, PAN - AECPC7598D (vide. Registered Development Power of Attorney being No. 020304410 for the year 2015 at A.D.S.R., Burdwan).

WHEREAS the OWNERS are absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good and absolute right title interest & possession over the "A" schedule property.

AND WHEREAS the "A" schedule property originally belonged to Renu Bala Dasi and Dibakar Das and their names had been recorded in the R.S.R.O.R. and after the death of Renu Bala Dasi her property devolved upon his only legal heirs son Dibakar Das and therefore Dibakar Das was the absolute owner and possessor of the 'A' Schedule Property.

AND WHEREAS after the death of said Dibakar Das, his property devolved upon his legal heirs namely his wife i.e. Padma Rani Das, two sons i.e. Jyoti Prokash Das and

Gan Prokash Das and four daughter i.e. Sipra Maji, Jyotsana Das, Pratima Das, Shubhra Das & Samapti Roy.

AND WHEREAS the aforesaid Padma Rani Das, Jyoti Prakash Das, Gan Prokash Das, Sipra Maji, Jyotsana Das, Pratima Das, Shubhra Das & Samapti Roy acquired undivided <sup>1</sup>/8 share each of the 'A' Schedule property.

AND WHEREAS during ownership and possession of the said property Padma Rani Das, Sipra Maji, Jyotsana Das, Pratima Das, Shubhra Das & Samapti Roy transferred their undivided <sup>6</sup>/8 share in the 'A' schedule property in favour of the present owner Jyoti Prokash Das, Gan Prokash Das i.e. the First Part by dint of a registered deed of gift bearing Deed No. 7087 for the year 2000 which was executed and registered on 30.10.2000 and was registered before the office of the Additional District Sub Registrar, Burdwan.

AND WHEREAS the present owner Jyoti Prokash Das, Gan Prokash Das i.e. First Part acquired absolute ownership and possession of the entire 'A' Schedule Property and thereby they mutated their names in the Office of B.L. & L.R.O., Burdwan and as well as before the office of Burdwan Municipality and paying land revenues and rent and taxes of the 'A' Schedule property.

AND WHEREAS the present owner Jyoti Prokash Das, Gan Prokash Das i.e. First Part freely, openly, without any hindrances whatsoever is owning and possessing the 'A' Schedule Property and got their name recorded in the L.R. Record of Right under L.R. Khatian Nos. 171 & 184 of Mouza - Khaja Anowarberh.

AND WHEREAS the LANDOWNERS absolutely seized and posses and absolutely entitled 0.27 Acres Bastu land more fully and particularly described in schedule below which is free from encumbrances and wanted to construct a multi-storied building on the aforesaid property by appointing a promoter on Joint Venture basis.

AND WHEREAS accordingly they offered the DEVELOPER to develop the said land by raising new building on the said land and the Developer accordingly constructed G+IV multi-storied building on the schedule property by sanctioned plan from Burdwan Municipality.

AND WHEREAS the VENDOR herein approached the developers M/S. ELITE CONSTRUCTION, represented by its partners (1) RAJ KUMAR SHAW s/o Harish Chandra Shaw, by caste Hindu, by profession - Business, resident of Lakshmi Niwas, Badshahi Road, Sharma Para, P.O., P.S. & Dist. Burdwan - 713101 (2) DIGBIJOY DEY s/o Late Ajit Dey, by caste Hindu, by profession - Business, resident of Bajepuratappur, P.O., P.S. & Dist. Burdwan - 713101 (3) SASWATA CHAKRAVARTTY s/o Sukumar Chakravartty, by caste Hindu, by profession - Business, resident of Bishalakshmi Bhavan, 73 G.T. Road, P.O., P.S. & Dist. Burdwan - 713101 (4) SUBRATA NANDI s/o Sudhir Nandi, by caste Hindu, by profession - Business, resident of Kulti, Sreepur Road, P.O., P.S. - Kulti, Dist. Burdwan, to take up the project and complete the same by providing fund from his/their own source and the developer is agreed to take up the project for development of the said property and to provide funds for the said project. That the OWNER of the landed property and developer, represented by its partners after due discussion over the modus operandi and the terms and conditions of the development, they have mutually agreed to proceed the proposed project and the developer and the LAND OWNER entered into an Regd. Development Agreement being No. 020304030 in the year 2015 at A.D.S.R., Burdwan.

## 6. Transfer

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

- 6.1.1 **Said Flat:** The Said Flat, being Residential Unit No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having a carpet area about \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, described in **Part-I** of the **6<sup>th</sup> Schedule** below (**Said Unit**), in the complex named “**Elite Residency**” (Said Complex) **Part-I** of the **6<sup>th</sup> Schedule** below (**Said Flat**), at Khaja Anower Berh, North Para, Ward No 17, Police Station Burdwan, District Purba Bardhaman, West Bengal - 713103, within the limits of Burdwan Municipality, morefully described in the **1<sup>st</sup> Schedule** below (**Said Premises**).
- 6.1.2 **Parking Space:** The right to park \_\_\_\_\_ ( \_\_\_\_\_ ) medium sized car/s in the covered space in the ground floor in the Said Complex, described in **Part-II** of the **6<sup>th</sup> Schedule** below (**Parking Space**).
- 6.1.3 **Land Share:** 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** below, underneath the Said Complex as be attributable and appurtenant to the Said Flat and the Parking Space (**Land Share**).
- 6.1.4 **Share In Common Portions:** The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Flat, the said common areas, amenities and facilities being described in the **2<sup>nd</sup> Schedule** below (collectively **Common Portions**), as be attributable and appurtenant to the Said Flat.

## 7. Total Consideration

- 7.1 **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.

## 8. Terms of Transfer

### 8.1 Conditions Precedent

- 8.1.1 **Title, Plan and Construction:** The Buyers have examined or caused to be examined the following and the Buyers are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:
- (a) The right title and interest of the Sellers in respect of the Said Premises, the Said Complex and the Said Flat And Appurtenances;
  - (b) The Plans sanctioned by the Burdwan Municipality;
  - (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.

- 8.1.2 **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.
- 8.2 **Salient Terms:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is:
- 8.2.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.2.2 **Absolute:** absolute, irreversible and for ever
- 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, *liens*, charges mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.2.4 **Benefit of Common Portions:** Together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **2<sup>nd</sup> Schedule** below, in common with the other co-owners of the Said Complex and the Sellers.
- 8.2.5 **Other Rights:** Together with all other rights appurtenant to the Said Flat And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to:
- 8.3.1 **Payment of Extras:** The Buyers regularly and punctually paying the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.
- 8.3.2 **Payment of Common Expenses/Maintenance Charges:** The Buyers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/ Maintenance Charges**), indicative list of which is given in the **3<sup>rd</sup> Schedule** below.
- 8.3.3 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), described in the **4<sup>th</sup> Schedule** below.
- 8.3.4 **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.
- 8.3.5 **Indemnification by Buyers:** Indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers hereunder. The Buyers agree to keep indemnified the Sellers and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Sellers and/or their successors-in-interest by reason of any default of the Buyers.
- 9. Possession**
- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable, habitable and physical possession of the Said Flat And Appurtenances has been handed over by the Sellers to the Buyers, which the Buyers admit, acknowledge and accept.

## 10. Outgoings

- 10.1 **Payment of Outgoings:** All *Municipal* 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

- 11.1 **Buyers Entitled:** The Sellers hereby covenant that the Buyers shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said 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

- 12.1 **Sellers to do:** The Sellers hereby covenant that the Sellers or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers and/or successors-in-interest of the Buyers, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers to the Said Flat And Appurtenances.

## 13. Further Construction

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

## 14. General

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said 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

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts

of speech or grammatical forms of that word or phrase shall have corresponding meaning.

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

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

LL THAT piece and parcel of the Bastu land situated at Mouza - Khaja Anowarberh, J.L. No. 36, R.S. Khatian - 389, 332, 282, 390, 391 & 292, L.R. Khatian - 171 & 184. Under Mohalla - Berh North Para, Holding No. 137, Ward No. - 17 within Burdwan Municipality, A.D.S.R. Office P.S. & Dist. Burdwan, in the State of West Bengal. The total No. Of Semi Covered Garages are 16 in the project.

R.S.Plot	L.R.Plot	Class	Area
135	189	Bastu	0.01 Acre
134	190	Bastu	0.04 Acres
143	192	Bastu	0.02 Acres
142	195	Bhiti	0.04 Acres
141	196	Bastu	0.07 Acres
144	193	Bhiti	0.09 Acres
	TOTAL AREA		0.27 Acres

**Boundary**

- On the South** : Khaja Anower Berh Road
- On the East** : Existing House of Kachi Mina
- On the North** : Common Passage
- On the West** : Existing House of Land Owner & Sambhu Roy

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

- Lobby at the ground level of the Said complex
- Lift machine room(s) and lift well(s) of the Said Complex
- Water supply pipeline in the Said Complex (save those inside any Unit)
- Lobbies on all floors and staircase(s) of the Said Complex
- Water reservoirs/tanks of the Said Complex



- 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.
  - Intercom Network in the Said Complex
  - External walls of the Said Complex
  - Lift (s)
- Electricity meter (s) for common installations and space for their installation
- Electricity Cable for common installations in the Said Complex, if any
- Generator (s)
- Demarcated portion of the roof above top floor of Said Complex

**3<sup>rd</sup> 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:** *Municipal* 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.

**4<sup>th</sup> 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:** right over the Common Portions contained;

The absolute, unfettered and unencumbered **subject to** the terms and conditions herein

- 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;

**5<sup>th</sup> 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:
  - 10.1 **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and/or the Said Premises by the Sellers' appointed service provider Company or Body/Sellers/Association.
  - 10.2 **Observing Rules:** observe the rules framed from time to time by the Sellers' appointed service Provider Company or Body/Sellers/Association for the beneficial common enjoyment of the Said Complex and/or the Said Premises.
  - 10.3 **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
  - 10.4 **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said 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.
  - 10.5 **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.

- 10.6 **No Alteration:** not alter, modify or in any manner change the elevation and exterior color scheme of the Said Complex and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said 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.
- 10.7 **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Complex which may affect or endanger the structural stability of the Said Complex and not subdivide the Said Flat in any manner whatsoever.
- 10.8 **No Sub-Division of flat/parking space/servant quarters:** Not to sub-divide the flat/parking space/servant quarter under any circumstances.
- 10.9 **No Changing Name:** not change/alter/modify the name of the Said Complex, which has been given by the Seller.
- 10.10 **No Nuisance and Disturbance:** not use the Said 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 neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- 10.11 **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Complex and/or the Said Premises.
- 10.12 **No Obstruction to Seller/Association:** not obstruct the Seller/Association in their acts relating to the Common Portions and not to obstruct the Seller in constructing other portions of the Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).
- 10.13 **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- 10.14 **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Seller and/or the Association for the use of the Common Portions.
- 10.15 **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- 10.16 **No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.
- 10.17 **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions.
- 10.18 **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Complex or outside walls of the Said 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.

- 10.19 **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).
- 10.20 **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Complex **save** in the manner indicated by the Sellers/Association.
- 10.21 **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- 10.22 **No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Complex and/or the Said Premises.
- 10.23 **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
11. **No Objection to Construction of Said Complex:** Notwithstanding anything contained in this Agreement, the Buyers' covenant that the Buyers have accepted the scheme of the Sellers to construct the Said Complex in phases and hence the Buyers have no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said 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 a carpet area about \_\_\_\_\_ (\_\_\_\_\_) square feet, in the complex named "**Elite Residency**" on the said Premises at Khaja Anower Berh, North Para, Ward No 17, Police Station Burdwan, District Purba Bardhaman, West Bengal - 713103, within the limits of Burdwan Municipality, Additional District Sub-Registration Office, Burdwan within Burdwan Municipality, District Purba Bardhaman demarcated in colour **Red** on **Plan** attached hereto.

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

The Car Parking space having 100 (one hundred) square feet includes the service area for the respective car parking, if the covered car parking in the ground floor of the Said Complex and the Open car parking in the ground level of the Said complex.

**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]**

\_\_\_\_\_  
(Elite Construction)  
**[Developer]**

\_\_\_\_\_  
**[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.
	_____/-
	_____
	_____

---

Signature Elite Construction  
Partner  
**[Developer]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_