

CONVEYANCE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties**

3.1 **Laxmi Kunj Realty Private Limited** (previously known as **Kalyani Plasto Pet Private Limited**), a private limited company governed by the provisions of the Companies Act, 2013, having its registered address at 95/2C, Cossipore Road, Post Office Cossipore, Kolkata-700002, Police Station Cossipore, District North 24 Parganas [**CIN** _____] [**PAN AAFCK8883P**], represented by one of its directors, **Sri Rajesh Kumar Sharma**, son of Laxmi Narayan Sharma, by faith Hindu, by occupation Business, nationality Indian, residing at 6B, Mohit Maitra Sarani, Post Office Bagbazar, Kolkata - 700003, Police Station Shyampukur [**PAN ALXPS1035P**] [**Aadhaar No. 4929 3650 1143**]

(**Seller**, includes successors-in-interest and/or assigns)

And

3.2 _____, son of _____, by faith Hindu, by occupation _____, nationality Indian, residing at _____, Post Office _____, Kolkata-700____, Police Station _____, District _____ [**PAN** _____] [**Aadhaar No.** _____]

(**Buyer**, includes successors-in-interest).

Seller and Buyer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Flat:** Residential Flat No._____, on _____ floor, carpet area approximately _____ square feet [super built up area approximately _____ square feet], described in **Part-I** of the **2nd Schedule** below (**Said Flat**), in the building named **“Laxmi Kunj” (Said Building)** at Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in R.S. Dag Nos. 2869 and 2869/9404, corresponding L.R. Dag Nos. 4523 and 4520, recorded in L.R. Khatian No. 15603, Mouza Baranagar, J.L. No. 5, Post Office Baranagar, Kolkata-700035, Police Station Baranagar, within Ward No. 30 (old No. 6) of Baranagar Municipality, District North 24 Parganas, described in **Part-I** of the **1st Schedule** below (**Said Premises**).
- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises as is attributable to the Said Flat (**Land Share**).
- 4.3 **Parking Space:** The right to park _____ (_____) cars @ _____ (_____) square feet space in the covered/open space in the ground floor described in **Part-II** of the **2nd Schedule** below (**Parking Space**).
- 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 Building as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities

being described in the **3rd Schedule** below (collectively **Common Portions**).

4.5 **Said Flat And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, which are collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

5.1 **Absolute Ownership:** The Owner has represented and warranted to the Buyer that by virtue of the events and in the circumstances mentioned in **Part II** of the **1st Schedule** below (**Devolution of Title**), the Seller is the sole and absolute owner of the Said Premises, free from all encumbrances and the Seller is in peaceful possession thereof. The Seller has absolute, clear and marketable title with respect to the Said Premises and it has the requisite rights to carry out development upon the Said Premises and the Seller is having absolute, actual, physical and legal possession of the Said Premises for construction and development of the Said Complex;

5.2 **Sanctioned Plans:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Building thereon and selling the flats and other covered and open spaces therein (**Flats**), the Seller has got a building plan sanctioned by the Baranagar Municipality vide Building Permit No. SWS-OBPAS/2103/2022/0490 dated 4th January, 2023 (**Sanctioned Plans**, which includes all sanctioned/missible modifications made thereto, if any,

from time to time). The Seller has also registered itself with the West Bengal Real Estate (Regulation and Development) Authority under Registration No. _____ dated _____.

- 5.3 **Announcement of Sale:** The Seller has formulated a scheme and announced sale of Units to intending buyers (**Transferees**).
- 5.4 **Application and Allotment to Buyer:** The Buyer, intending to be the Transferees, upon full satisfaction of the Seller's title and authority to sell, applied for purchase of the Said Flat And Appurtenances and the Seller has allotted the same to the Buyer, who in due course entered into an agreement dated _____, 20__ (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.5 **Construction of Said Building:** The Seller has completed the construction of the said Building and obtained the Completion Certificate from the competent authority vide Completion Certificate No. _____, dated _____.
- 5.6 **Conveyance to Buyer:** In furtherance of the above, the Seller is completing the sale of the Said Flat And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 5.7 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the

following are and shall be the conditions precedent to this Conveyance:

5.7.1 **Satisfaction of Buyer:** The undertaking of the Buyer to the Seller that the Buyer is acquainted with, fully aware of and are thoroughly satisfied about the title, right and entitlement of the Seller in the Said Premises, the Sanctioned Plans, all background papers, the right of the Seller to grant this Conveyance, the scheme of development and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.7.2 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Seller that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Seller is entitled to deal with and dispose off all other portions of the Said Premises and the Said Building to third parties at the sole discretion of the Seller, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

5.8 **Undertaking of Buyer:** The Buyer further undertakes that in consideration of the Seller conveying the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and have granted and shall be deemed to have granted to the Seller and all successors-in-interest/title unfettered and perpetual easements over, under and above all

Common Portions comprised in the Said Premises/Said Complex.

6. Transfer

6.1 **Hereby Made:** The Seller hereby sells, conveys and transfers to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in **Part III** of the **2nd Schedule** below, being:

6.1.1 **Said Flat:** Said Flat, being residential Flat No._____, on _____ floor, carpet area approximately _____ square feet [super built up area approximately _____ square feet], described in **Part-I** of the **2nd Schedule** below, in the Said Building named **“Laxmi Kunj”**, at Said Premises being Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in R.S. Dag Nos. 2869 and 2869/9404, corresponding L.R. Dag Nos. 4523 and 4520, recorded in L.R. Khatian No. 15603, Mouza Baranagar, J.L. No. 5, Post Office Baranagar, Kolkata-700035, Police Station Baranagar, within Ward No. 30 (old No. 6) of Baranagar Municipality, District North 24 Parganas, described in **Part-I** of the **1st Schedule** below.

6.1.2 **Land Share:** The Land Share, Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises as is attributable to the Said Flat.

6.1.3 **Parking Space:** The Parking Space, being the right to park _____ (_____) cars @ _____ (_____) square feet space in

the covered/open space in the ground floor described in **Part-II** of the **2nd Schedule** below.

6.1.4 **Share In Common Portions:** The Share In Common Portions, being the undivided, impartible, proportionate and variable share and/or interest in the Common Portions, as be attributable and appurtenant to the Said Flat, the Common Portions being described in the **3rd Schedule** below.

7. Consideration and Payment

7.1 **Consideration:** The aforesaid transfer of the Said Flat And Appurtenances is being made by the Seller in consideration of a sum of Rs. _____/- (Rupees _____) [including Goods and Service Taxes] (**Consideration**) paid by the Buyer to the Seller, receipt of which the Seller hereby and by the Receipt of Consideration below, admits and acknowledges.

7.2 In addition to the aforesaid Consideration, the following charges has been paid at actuals/or as mentioned by the Buyer:

- a) Cost of Electric Meter;
- b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- c) Charges for mutation and separate assessment of the Said Flat mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals;

- e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required;
- f) Interest Free Sinking Fund @ Rs. _____/- per sq. ft. of Said Flat Carpet area amounting to Rs _____.
- g) The Interest Free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.
- h) The above-mentioned Advance common area maintenance and Sinking Fund may, if so decided, be taken by the Seller in the name of such body as maybe so constituted by the Seller.

7.3 The Consideration is subject to the following explanations:

- a) The Consideration above includes the booking amount paid by the Buyer to the Seller towards the Said Flat.
- b) The Consideration above includes taxes (consisting of tax paid or payable by the Seller, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Complex payable by the Seller, (by whatever name called) up to the date of handing over the possession of the Said Flat to the Buyer and the Said Complex to the Association of the Transferees or the Possession Date (as mentioned in the Said Agreement) whichever is earlier.

- c) The Consideration of Said Flat includes recovery of price of land, cost of construction of not only the Said Flat but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Flat, lift, water line and plumbing, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Portions, maintenance deposits and other charges as mentioned hereinabove and includes cost for providing all other facilities, amenities and specifications provided within the Said Flat and the Said Complex.

8. Terms of Transfer

8.1 **Title, Sanctioned Plans and Construction:** The Buyer has examined or caused to be examined the following and the Buyer is 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, interest and authority of the Seller in respect of the Said Premises, the Said Building and the Said Flat And Appurtenances;
- (b) The Sanctioned Plans sanctioned by the Baranagar Municipality;
- (c) The construction and completion of the Said Building, the Common Portions, the Said Flat, the Parking Space,

including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Buyer has 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.

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

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

8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

8.3.3 **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, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **3rd Schedule** below, in common with the other co-owners of the Said Building, including the Seller (if the Seller retain any Unit in the Said Building).

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

- 8.4.1 **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Baranagar Municipality Tax, Land Revenue (*khazna*), surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat And Appurtenances.
- 8.4.2 **Payment of Maintenance Charge:** the Buyer regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Portions indicatively described in the **4th Schedule** below (collectively **Common Expenses/Maintenance Charge**).
- 8.4.3 **Stipulations:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **5th Schedule** below.
- 8.4.4 **Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **6th Schedule** below.
- 8.4.5 **Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder as well as under the Said Agreements. The Buyer agrees to keep indemnified the Seller and/or its successors-in-interest, of, from and against any losses, damages, costs, charges and

expenses which may be suffered by the Seller and/or its successors-in-interest by reason of any default of the Buyer.

- 8.5 **Compensation:** The Seller shall compensate the Buyer in case of any loss caused to him/them due to defective title of the Said Premises, on which the Said Complex is being developed or has been developed, in the manner as provided under RERA and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

9. Possession

- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat And Appurtenances has been handed over by the Seller to the Buyer, which the Buyer admits, acknowledges and accepts.
- 9.2 **Possession by Buyer:** The Seller covenants with the Buyer to hand over the necessary documents and plans, including Common Portions, to the association (upon formation) or the competent authority, as the case may be, as per the local laws i.e. the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Said Complex within 3 (three) years from the date of completion certificate issued by the competent authority and to have the association formed in the manner provided in RERA.

10. Outgoings

10.1 **Payment of Outgoings:** All municipal taxes 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 Buyer (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Seller 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 Buyer.

11. Holding Possession

11.1 **Buyer Entitled:** The Seller hereby covenants that the Buyer 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 Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Seller or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Seller.

12. Further Acts

12.1 **Seller to do:** The Seller hereby covenants that the Seller or any person claiming under it, shall and will from time to time

and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, 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 to the Said Flat And Appurtenances.

13. Common Roof

13.1 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Seller with right of exclusive transfer and the Buyer specifically agree not to do any act which prevents or hinders such transfer.

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.

14.2 **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the Said

Agreement and/or any other documents executed prior to the date of this Conveyance.

14.3 **Facility Manager:** Notwithstanding anything contained in the Said Agreement, it is clarified that the Seller shall hand over management and upkeep of all Common Portions to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Portions (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Buyer shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations (5) subject to the terms and conditions of this Conveyance, the ownership of the Common Portions shall vest in all the residents of the Said Building, represented by the Association and the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Transferees of the Said Building.

14.4 **Defect Liability:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Seller as per the Agreement for Sale relating to such development is brought to the notice of the Seller within a period of 5 (five) years by the Buyer from the date of handing over possession,

it shall be the duty of the Seller to rectify such defects without further charge, within 30 (thirty) days, and in the event of Seller's failure to rectify such defects within such time, the Buyer shall be entitled to receive appropriate compensation in the manner as provided under RERA.

- 14.5 **Method of Calculation of Proportionate Share:** Wherever in this Conveyance it is stipulated that the Buyer has to make any payment, in common with the Transferees in the Said Complex, the same shall be the proportion which the carpet area of the Said Flat bears to the total carpet area of all the Units in the Said Complex.

15. Interpretation

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

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

1st Schedule
Part-I
(Said Premises)

Land admeasuring 9 (nine) *cottah* 11 (eleven) *chittack* and 7 (seven) square feet **together with** brick built structures thereon, situate, lying at and being Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in R.S. *Dag* Nos. 2869 and 2869/9404, corresponding L.R. *Dag* Nos. 4523 and 4520, recorded in R.S. *Khatian* No. 8606 and 9183, L.R. *Khatian* No. 15603, *Mouza* Baranagar, J.L. No. 5, Post Office Baranagar, Kolkata-700035, Police Station Baranagar, within Ward No. 30 (old No. 6) of Baranagar Municipality, District North 24 Parganas delineated on **Plan A** attached and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By Maharaja Nanda Kumar Road (North).
On the South : By 12 (twelve) feet wide Municipal Road.
On the East : By others' property.
On the West : By Courtyard and thakur dalan.

Part-II
(Devolution Of Title)

1. **Sale of First Property:** By a Deed of Conveyance (in Bengali language) dated 15th January, 2004, registered in the Office of

the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. I, at Pages 1 to 19, Being No. 03704 for the year 2005, Shobharani Mukherjee, Ashit Kumar Mukherjee and Anita Chakraborty jointly sold, conveyed and transferred to Bio-Drug Laboratories Private Limited, land measuring 2 (two) cottah, more or less, together with brick built structure, situate at Municipal Premises No. 348/2, Maharaja Nanda Kumar Road (North), comprised in R.S. Dag No. 2869, recorded in R.S. Khatian No. 8606, J.L. No. 5, Mouza Baranagar, Post Office Baranagar, Kolkta-700035, Police Station Baranagar, within the jurisdiction of Baranagar Municipality, District North 24 Parganas (**First Property**), free from all encumbrances and for the consideration mentioned therein. The First Property is an integral part and portion of the Said Premises.

2. **Sale of Second Property:** By a Deed of Conveyance (in Bengali language) dated 15th January, 2004, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. I, at Pages 1 to 16, Being No. 03705 for the year 2005, Shobharani Mukherjee as the vendor along with Ashit Kumar Mukherjee and Anita Chakraborty, as the confirming parties, jointly sold, conveyed and transferred to Bio-Drug Laboratories Private Limited, land measuring 5 (five) cottah, more or less, together with brick built structure, situate at Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in R.S. Dag No. 2869, recorded in R.S. Khatian No. 8606, J.L. No. 5, Mouza Baranagar, Post Office Baranagar, Kolkta-700035, Police Station Baranagar, within the jurisdiction of Baranagar Municipality, District North 24 Parganas (**Second Property**),

free from all encumbrances and for the consideration mentioned therein. The Second Property is an integral part and portion of the Said Premises.

3. **Sale of Third Property:** By a Deed of Conveyance (in Bengali language) dated 15th January, 2004, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. I, at Pages 1 to 19, Being No. 03706 for the year 2005, Shobharani Mukherjee, Ashit Kumar Mukherjee and Anita Chakraborty, jointly sold, conveyed and transferred to Bio-Drug Laboratories Private Limited, land measuring 3 (three) cottah and 3 (three) chittack, more or less, together with brick built structure, situate at Municipal Premises No. 347B, Maharaja Nanda Kumar Road (North), comprised in R.S. Dag No. 2869/9404, recorded in R.S. Khatian No. 9183, J.L. No. 5, Mouza Baranagar, Post Office Baranagar, Kolkata-700035, Police Station Baranagar, within the jurisdiction of Baranagar Municipality, District North 24 Parganas (**Third Property**), free from all encumbrances and for the consideration mentioned therein. The Third Property is an integral part and portion of the Said Premises.
4. **Ownership of Said Premises:** Pursuant to the above Bio-Drug Laboratories Private Limited became the sole and absolute owner of the First Property, the Second Property and the Third Property, collectively formed the Said Premises described in **Part I** of the **1st Schedule** above.
5. **Amalgamation:** The First Property, the Second Property and the Third Property amalgamated into one premises i.e.

Municipal Premises No. 348, Maharaja Nanda Kumar Road (North) which formed the Said Premises.

6. **Mortgage by Bio-Drug Laboratories Private Limited:** Bio-Drug Laboratories Private Limited had taken a cash credit loan from State Bank of India by creating a charge over the Said Premises which they failed to repay.
7. **Auction of Said Premises:** The State Bank of India for securing the repayment of the loan invited bidders to purchase the Said Premises for a sale price as per section 13 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and as per Rule 8 and 9 of the Security Interest (Enforcement) Rules, 2002.
8. **Purchase by Seller:** The Seller/Vendor being the highest bidder paid a sum of Rs.1,31,76,000/- (Rupees one crore thirty one lakh and seventy six thousand) to the State Bank of India and the State Bank of India duly issues a Certificate of Sale under Rule 9(6) of the Security Interest (Enforcement) Rules, 2002 and on 30th August, 2017 registered in the Office of the Additional Registrar of Assurances IV, Kolkata, in Book No. I, Volume No. 1904-2017, at Pages 344278 to 344300, Being No. 190409016 for the year 2017 (**Said Deed**), the Seller/Vendor purchased from the State Bank of India being the Auction Seller, the Said Premises, free from all encumbrances.
9. **Mutation by Seller:** The Seller mutated their name in the Baranagar Municipality, Vide Holding No.- 434, Premises No.-

348, Maharaja Nanda Kumar Road (North), as well as the Block Land and Land Reforms Office in L.R. Khatian No. 15603 with regard to the Said Premises.

10. **Deed of Declaration:** By a Deed of Declaration dated 7th November, 2022, registered in the Office of the Additional Registrar of Assurances IV, Kolkata, in Book No. I, Volume No. 1904-2022, at Pages 1078327 to 1078348, Being No. 190418165 for the year 2022, the State Bank of India as the Auction Seller and the Seller/Vendor as the Auction Purchaser rectified few typographical errors in the Said Deed.
11. **Deed of Gift by Seller:** By a Deed of Gift dated 16th November, 2022, registered in the Office of the Additional District Sub-Registrar, Cossipore, Dum Dum, in Book No. I, Volume No. 1506-2022, at Pages 506459 to 506474, Being No. 150614770 for the year 2022, the Seller with the intention of submitting a building plan gifted and transferred land measuring 7 (seven) chittack and 36 (thirty six) square feet out of Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in L.R. Dag No. 4523, recorded in L.R. Khatian No. 15603, Mouza Baranagar, J.L. No. 5, Post Office Baranagar, Kolkta-700035, Police Station Baranagar, within Ward No. 30 (old No. 6) of Baranagar Municipality, District North 24 Parganas. Thus, the Seller became the sole and absolute owner of the Said Premises more fully described in **Part I** of the **1st Schedule** above.
12. **Title of the Seller:** In the abovementioned circumstances, the Seller has acquired right, title and interest to the Said Premises, free from all encumbrances.

2nd Schedule

Part I

(Said Flat)

Residential Flat No._____, on _____ floor, carpet area approximately _____ square feet [super built up area approximately _____ square feet], in the proposed building named _____ at Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in R.S. *Dag* Nos. 2869 and 2869/9404, corresponding L.R. *Dag* Nos. 4523 and 4520, recorded in L.R. *Khatian* No. 15603, *Mouza* Baranagar, J.L. No. 5, Post Office Baranagar, Kolkata-700035, Police Station Baranagar, within Ward No. 30 (old No. 6) of Baranagar Municipality, District North 24 Parganas, described in **Part I** of the **1st Schedule** above, delineated on **Plan B** attached and bordered in colour **Green** thereon.

Part II

(Parking Space)

The right to park ____ (_____) cars @ _____ (_____) square feet space in the covered/open space in the ground floor in the building named _____.

Part III

(Said Flat And Appurtenances)

[Subject Matter of Sale]

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

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

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

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as is attributable to the Said Flat.

3rd Schedule
(Common Portions)

- Lobbies on all floors and staircase of the Said Building.
- Lift machine room and lift well of the Said Building.
- Water supply system including pumps, reservoirs/tanks of the Said Building.
- Water supply pipeline in the Said Building (save those inside any Flat or attributable thereto).
- Drainage and sewage pipeline in the Said Building (save those inside any Flat or attributable thereto).

- Wiring, fittings and accessories for lighting of lobbies, staircase and other Common Portions of the Said Building.
- Electricity meters and space for their installation.
- Elevators and allied machinery in the Said Building.
- Total work of Cable Television in the Said Building.

- Roof above the top floor of the Said Building.
- Generator space.
- One community room with A.C. provision on the top roof of the said building.
- One small children play area without A.C. provision on the top roof of the said building.
- Water purifier.C.C. Tv Camera, monitor and machineries.

4th Schedule

(Common Expenses/Maintenance Charge)

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 Building.
3. **Association:** All operational expenses of an association, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 formed for the purpose of supervision of maintenance of the Said Building/Said Cluster/Said Complex/Said Premises (**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 Building].

6. **Fire Fighting:** Costs of operating and maintaining the fire fighting equipments and personnel, if any.
7. **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.
8. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building **save** those separately assessed on the Buyer.
9. **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.

5th Schedule
(Stipulations)

The Buyer and the other co-owners shall allow each other, the Seller and the Association, the following rights, easements, quasi-

easements, privileges and/or appurtenances and in turn, the Buyer 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 Building/Said Complex/Said Premises including the other Units and the Common Portions;
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Building/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. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Unit for the purpose of repairing any of the Common Portions or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;

6. **Access to Common Roof:** Right of access to the Common Roof;

**6th Schedule
(Covenants)**

***Note:** For the purpose of this **Schedule**, the expression Seller 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 elsewhere in this Conveyance.*

1. **Buyer Aware of and Satisfied with Said Complex and Construction:** The Buyer is fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Portions, the User Rights and all other ancillary matters and also further waive the right, if any, to do so. The Buyer has examined and are acquainted with the Said Building to the extent already constructed and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building/the Said Complex/the Said Premises **save and except** the Said Flat And Appurtenances.
2. **Buyer to Pay Rates & Taxes:** Subject to the provisions of Clause 8.4.1 above, the Buyer shall pay the Rates & Taxes (proportionately for the Said Building 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 Buyer), on the basis of the bills to be raised by the Seller/the Facility Manager/the Association (upon formation)/the Baranagar Municipality,

such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the aforesaid bills.

3. **Buyer to Pay Maintenance Charge:** Subject to the provisions of Clause 8.4.3 above, the Buyer shall pay the Maintenance Charge on the basis of the bills to be raised by the Seller/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that **(1)** the Buyer shall not claim any deduction or abatement in the bills relating to Maintenance Charge and **(2)** the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Seller/the Facility Manager/the Association (upon formation).

4. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Seller/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment, to the Seller/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions.

5. **Seller's Charge/Lien:** The Seller shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Seller provided however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Seller shall stand extinguished on the financial institution clearing all dues of the Seller.
6. **No Rights of or Obstruction by Buyer:** All open areas in the Said Complex/the Said Premises proposed to be used for covered car Parking Space do not form part of the Common Portions within the meaning of this Conveyance and the Seller shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
7. **Buyer to Participate in Formation of Association:** Subject to the **4th Schedule** above, the Buyer admits and accepts that the Buyer shall join the Association and shall become a member thereof with voting rights. In this regard, the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by the Seller. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions, the Said Building. Each transferee will be entitled to cast a vote irrespective of his/her/its size of Unit.
8. **Obligations of Buyer:** The Buyer shall:
 - (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said

Building, the Said Complex by the Seller/the Facility Manager/the Association (upon formation).

- (b) **Observing Rules:** observe the rules framed from time to time by the Seller/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building and the Said Complex.

- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions, from the date of possession of the Said Flat.

- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Seller or to the Transferees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, outside walls of the Said Building and the Said Premises **save** in the manner indicated by the Seller/the Facility Manager/the Association (upon formation). The Seller shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.

- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the **(1)** elevation and exterior colour scheme of the Said Flat and the Said Building and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Seller/the Association (upon formation) (as the case may be) as estimated by the Seller/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the

Said Flat. The Buyer shall only install split air-conditioners and at such places, as be specified and prescribed by the Seller, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building. For split air-conditioners the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Said 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

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 persons.

(k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

(l) **No Obstruction to Seller/Facility Manager/Association:** not obstruct the Seller/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Seller in constructing on other portions of the Said Building and/or the Said Complex and selling or granting rights to any person on any part of the Said Building/the Said Complex (excepting the Said Flat and the Said Parking Space, if any).

(m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.

(n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Seller/the Facility Manager/the Association (upon formation) for the use of the Common Portions.

- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.

- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any, the Common Portions.

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

- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.

- (s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the Floors or install and operate any machine or equipment **save** usual home appliances.

- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Said Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (w) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (z) **No Smoking in Public Place:** not smoke in public places inside the Said Complex which is strictly prohibited and the Buyer and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished.
- (aa) **No Plucking Flowers:** not pluck flowers or stems from the gardens, plants.

- (ab) **No Littering:** not throw or allow to be thrown litter on the grass planted within the Said Complex.
 - (ac) **No Trespassing:** not trespass or allow to be trespassed over lawns and green plants within the Said Complex.
 - (ad) **No Overloading Lifts:** not overload the passenger lifts and shall move goods only through the staircase of the Said Building.
 - (ae) **No Use of Elevators in Case of Fire:** not use the elevators in case of fire.
 - (af) **No Covering of Common Portions:** not cover the Common Portions, fire exits, balconies of the Said Flat.
13. **Notification Regarding Letting:** If the Buyer let out or sell the Said Flat And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/transferee's address and telephone number.

16. Execution and Delivery

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

[Seller]

[Buyer]

Drafted by:

Advocate

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name

Father's Name

Address _____

Address _____

Receipt of Consideration

Received from the within named Buyer the within mentioned sum of **Rs.** _____ /- (**Rupees** _____) towards full and final payment of the Consideration for the Said Flat And Appurtenances described in **Part III** of the **2nd Schedule** above.

[Seller]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Dated this _____ day of _____, 2023

Between

Laxmi Kunj Realty Private Limited

....Seller

And

.... Buyer

CONVEYANCE

Flat No. _____, _____ Floor

_____ (____) Open/Covered Car Park

Laxmi Kunj

348, Maharaja Nanda Kumar Road (North)

Kolkata-700035

North 24 Parganas

