

CONVEYANCE DEED

1. Date:

2. Place: Kolkata

3. Parties:

3.1 **(1) SRI BIMAL CHANDRA MANDAL**, son of Santosh Kumar Mondal, **(Pan No. AGVPM2258B, Aadhar No.3824 9717 8857, Mob No. 9433792032)**, by faith – Hindu, by occupation – Retired, by Nationality – Indian, residing at Bhatenda(East), Badamtala, P.O & P.S Rajarhat, Kolkata – 700 135 , **(2) SRI PARITOSH GHOSH** son of Gostha Bihari Ghosh, **(Pan No. ADJPG8234E), Aadhar No. 2837 2556 2215, Mob No. 9874470595**, by faith – Hindu, by occupation – Retired, by Nationality – Indian, residing at Bishnupur, P.O & P.S – Rajarhat, Dist – North24 Pargans, Kolkata – 700 135, **(3) SRI SOUMITRA ROY** son of Hasyapada Roy, **(Pan No. APNPR7839E), Aadhar No.2035 2388 2962, Mob No. 9883948106**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing

at Bagu, P.O - Bagu, P.S – Rajarhat, North 24 Parganas, Kolkata – 700 135, hereinafter collectively called and referred to as the **“VENDORS/ OWNERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors – interest and/or assigns), whereas the vendors herein are jointly represented by their authorized and nominated **‘POWER OF ATTORNEY’** namely **(1) MRS BAISHALI RAHA** wife of Sudipta Raha, **(Pan No. BFSPR3189B)**, **Aadhar No. 5785 8268 6462**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at BF-7, Jyangra Ghosh Para, Rajarhat Gopalpur(m), Jyangra, North 24 Parganas, P.S – Baguiati, West Bengal, Kolkata – 700 059, **(2) MR PARAJ BARMAN** son of Sri Pankaj Kumar Barman, **(Pan No. APRPB6501M)**, **Aadhar No. 6662 4771 5830**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 39, Chinar Park, Rajarhat Road, New Town, P.O – Hatiara, P.S – Baguiati, Kolkata – 700 157, wherein all the above members are jointly referred to herein as the **FIRST PART**.

And

3.2. SUN SHINE REALTORS (Pan No. AEJFS5747P), a Partnership firm having its office at **“DELO APARTMENT”** Kalibari Complex, Bhatenda, Rajarhat, P.O & P.S – Rajarhat, Kolkata – 700 135, represented by its Partners **(1) MRS BAISHALI RAHA** wife of Sudipta Raha, **(Pan No. BFSPR3189B)**, **Aadhar No. 5785 8268 6462**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at BF-7, Jyangra Ghosh Para, Rajarhat Gopalpur(m), Jyangra, North 24 Parganas, P.S – Baguiati, West Bengal, Kolkata – 700 059, **(2) MR PARAJ BARMAN** son of Sri Pankaj Kumar Barman, **(Pan No. APRPB6501M)**, **Aadhar No. 6662 4771 5830**, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 39, Chinar Park, Rajarhat Road, New Town, P.O – Hatiara, P.S – Baguiati, Kolkata – 700 157, hereinafter called and referred to as the **PROMOTER / DEVELOPER**, (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors – in - office, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

And

3.3. Mr./Mrs. _____, (Pan No. _____), (Aadhar No. _____), Mob No. _____, son/daughter of _____, by faith – _____, by Nationality – Indian, residing at _____, hereinafter called and referred to as the **“BUYERS”**. **(Buyer, includes successors-in-interest).**

Owners and Developer collectively **Sellers**.

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Agreement

4.1. **Said Flat:** Residential **Flat No:-** _____, in the **Block No:-** ____ , on ____ **Floor**, Type:- _____ **BHK** Carpet (including walls) area of _____ Sq ft, Balcony area of _____ Sq ft and super built-up area approximately _____ (_____ only) square feet, described in **Part-I** of the **2nd Schedule** below (**Said Flat**), in the proposed complex named "**Sun Shine Heights**" (**Said Complex**) being erected at the Said Property, comprised in R.S/L.R Dag No. 347, L.R Khatian No. 471/1, 1811 & 2234 lying and situate at Mouza- Bhatenda, Re, Sa No. 50, Touzi No. 2998, J.LNo. 28, P.S- Rajarhat, under Rajarhat Bishnupur 1no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135, described in **Part-I** of the **1st Schedule** below (**Said Premises**).

4.2. **Parking Space:** The right to park _____ medium sized car in the covered space at the ground level of the Said Premises (Area 135 Sq. Ft. Suber Built Up), which **(1)** shall be allotted to the Buyer after completion of construction of the Said Complex and the allotment will be made on the first-cum-first-allotted basis depending on the submission of the application form. **(2)** can only be used for parking of a medium sized motor car/two wheeler of the Buyer, as the case may be, and not for any other purposes, described in **Part-II** of the **2nd Schedule** below (**Parking Space**), if any.

4.3. **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**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block.

4.4. **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block/complex 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**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Block. The Said Flat, the Land Share, the Parking Space (if any) and the Share in Common Portions collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

5.1. Ownership of Bimal Chandra Mondal : said Bimal Chandra Mandal the owner No.1 herein is the recorded owner of ALL THAT the piece and parcel of vacant “Bastu” land containing by admeasuring an area of **5 Decimal more or less** equivalent to 3 (three) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0678 comprised in **R.S/L.R Dag No. 347, L.R Khatian No.471/1** lying and situate at Mouza- Bhatenda, J.LNo. 28, Re.Se No.50, Touzi No. 2998, P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist – 24Parganas(North), Kolkata – 700 135, by way Deed of Conveyance (in Bengali) duly registered on 27/01/2011 at the office of the A.D.S.R Bidhannagar(Salt Lake City), recorded in Book No. 1, Volume No. 2, pages from 8479 to 8491 being No. 00937 for the year 2011 After purchasing the same recorded her name at B.L and L.R.O office under separate L.R Khatian No.471/1 and has been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

5.2. Ownership of Paritosh Ghosh : Said Paritosh Ghosh the owner No.2 herein is the recorded owner of ALL THAT the piece and parcel of vacant “Bastu” land containing by admeasuring an area of **3 Decimal more or less** equivalent to 2 (two) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0465 comprised in **R.S/L.R Dag No. 347, C.S Khatian No. 235, R.S Khatian No. 195, L.R Khatian No.1811**, lying and situate at Mouza- Bhatenda, J.LNo. 28, Re.Se No.50, Touzi No. 2998, P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist – 24Parganas(North), Kolkata – 700 135, by way Deed of Conveyance (in Bengali) duly registered on 11/06/1999 at the office of the A.D.S.R Bidhannagar,(Salt Lake city) recorded in Book No.2 Volume No. 43 pages from 217 to 226, being No. 01718 for the year 1999. After purchasing the same recorded her name at B.L and L.R.O office under separate **L.R Khatian No.1811** and has been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

5.3. Ownership of Soumitra Roy : said Soumitra Roy the third party herein is the recorded owner of ALL THAT the piece and parcel of vacant “Bastu” land containing by admeasuring an area of **5 Decimal more or less** equivalent to 3 (three) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0678 comprised in **R.S/L.R Dag No. 347, C.S Khtian No. 235, R.S Khatian No. 195, L.R Khatian No.2234** lying and situate at Mouza- Bhatenda, J.LNo. 28, Re.Se No. 50, Touzi No. 2998, P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist – 24Parganas (North),

Kolkata – 700 135, by way Deed of Conveyance (in Bengali) duly registered on 24/06/1999 at the office of the A.D.S.R Bidhannagar(Salt Lake City), recorded in Book No.I, Volume No. 49,pages from 133 to 140, being No. 1968 for the year 1999. After purchasing the same recorded her name at B.L and L.R.O office under separate **L.R Khatian No.2234** and has been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

5.4. Development Agreement: Thereafter, Bimal Chandra Mondal Owner No.1 herein executed a joint venture agreement for the purpose of development in respect of the said property in favour of the Developer/Promotor herein registered on 08/12/2021 at the office of the A.D.S.R Rajarhat, recoded in Book No. I, Volume No. 1523-2021, Pages from 735220 to 735255, being No. 152317338 for the year 2021.

5.5 Power of Attorney : said Bimal Chandra Mondal Owner No.1 executed a registered Development Power of Attorney in favour of (1) **Smt Baishali Raha** and (2) **Sri Paraj Barman** the Developer herein which duly registered on 08/12/2021 at A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2021, pages from 736062 to 736084 being No. 1523-17362 for the year 2021.

5.6. Development Agreement: Thereafter, Paritosh Ghosh Owner No.2 herein executed a joint venture agreement for the purpose of development in respect of the said property in favour of the Developer/Promotor herein registered on 08/12/2021 at the office of the A.D.S.R Rajarhat, recoded in Book No. I, Volume No. 1523-2021, Pages from 735256 to 735291, being No. 1523-17339 for the year 2021.

5.7 Power of Attorney : said Paritosh Ghosh Owner No.2 executed a registered Development Power of Attorney in favour of (1) **Smt Baishali Raha** and (2) **Sri Paraj Barman** the Developer herein which duly registered on 08/12/2021 at A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2021, pages from 736085 to 736107 being No. 1523-17363, for the year 2021.

5.8. Development Agreement: Thereafter, Soumitra Roy Owner No.3 herein executed a joint venture agreement for the purpose of development in respect of the said property in favour of the Developer/Promotor herein registered on 08/12/2021 at the office of the A.D.S.R Rajarhat, recoded in Book No. I, Volume No. 1523-2021, Pages from 735292 to 735327, being No. 152317340 for the year 2021.

5.9 Power of Attorney : said Soumitra Roy Owner No.3 executed a registered Development Power of Attorney in favour of (1) Smt Baishali Raha and (2) Sri Paraj Barman the Developer herein which duly registered on 08/12/2021 at A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2021, pages from 736222 to 736244, being No. 1523-17366 for the year 2021.

5.10 Amalgamation : all three Owners No.1, 2 & 3, herein are appearing in the record of the Rajarhat Bishnupur 1no. Gram Panchayat, holding separate three plots of land respectively at Mouza – Bhatenda, Dist – 24Parganas(N) Kolkata – 700 135 and amalgamated the aforesaid three plots of land in Mouza – Bhatenda, Dist – 24Parganas(N) Kolkata – 700 135, in one single plot of land and the total area of the land measuring **8 (eight) Cottahs 00 (Zero) Chittack 00 (Zero) Sq.ft more or less, which duly registered on 15/02/2022 at A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2022, pages from 129467 to 129489 being No. 02981 for the year 2022.**

5.11. Absolute Ownership: In the above mentioned circumstances, the Owners have become the joint owners of the Said Premises.

5.12. Sanctioned Plans: The Developer has got a building plan by the Executive Officer, North 24 Parganas, **Zilla Parishad vide memo No. 239/1(2)/NZP, dated 20th September 2024** and said building plan Sanctioned and Approved by the Executive Officer, **Rajarhat Panchayat Samiti vide memo No. 1636/RPS, dated 25th October 2024 (Sanctioned Plans,** which includes all sanctioned/permissible modifications made thereto, if any, from time to time).

5.13. Allocation: By mutual consent, certain Flats in the Said Complex have been allocated to the Owners (collectively **Owners' Allocation**) and certain other Flats in the Said Complex have been allocated to the Developer (collectively **Developer's Allocation**). The Said Flat And Appurtenances is comprised in and forms part of the Developer's Allocation.

5.14. Said Scheme: For selling the Flats comprised in the Developer's Allocation, the Developer has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Premises is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchasers (**Intending Buyers**) are nominees of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners,

(4) the Flats comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyers, the Owners and the Developer should jointly enter into agreement with the Intending Buyers where under the Owners (accepting the Intending Buyers to be nominees of the Developer) would agree to sell Land Shares to the Intending Buyers and the Developer would agree to sell Flats comprised in the Developer's Allocation to the Intending Buyers and (6) the consolidated consideration payable by the Intending Buyers (for the Flats and the Land Shares) should be received entirely by the Developer.

5.15. Commencement of Construction: The Developer Commenced construction of the Said Complex and announced sale of flats comprised in the Said Complex.

5.16. Application and Allotment to Buyers: The Buyer has applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyer conditional upon the Buyer entering into an Agreement for Sale Dated_____ (**Said Agreement**) on the terms and condition therein.

5.17. Construction of Said Building: The Developer has completed construction of the Said Block in the Said Complex.

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

6. Conditions Precedent

6.1. Acceptance of Conditions Precedent: The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1. Understanding of Scheme by Buyers: The undertakings and covenants of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development of the Sellers:

a) Development of Said Premises: The Sellers intend to develop the entirety of the Said Premises in due course and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.

b) Extent of Ownership: The ownership rights of the Buyers are limited to the Said flat, the Parking Space, if any, the Land Share and the Common Portions and the Buyers hereby accept the same and under no circumstances, shall be entitles to raise any objection.

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

6.1.2. Satisfaction of Buyer: The undertaking of the Buyer to the Sellers that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers described in the Devolution of Title, the right of the Sellers to enter into this Agreement and the extent of the rights being granted in favour of the Buyer, and the Buyer shall not raise any objection with regard thereto.

6.1.3. Rights Confined to Said Flat And Appurtenances: The undertaking of the Buyer to the Sellers that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Block/Said Complex to third parties at the sole discretion of the Sellers, to which the Buyer, under no circumstances, shall be entitled to raise any objection.

6.1.4. Extension/Addition/Alteration: The undertaking of the Buyer to the Developer that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to Developer (1) integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to the future passages (2) extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other Facilities (3) modifying the Sanctioned Plans (excluding the portion relating to the Said Flat) as may be necessary in this regard (4) granting all forms of unfettered and perpetual proportionate right of ownership and easement use over the Common Portions and other facilities (5) granting all rights of user and easements over the common portions and other facilities to the intending Buyers or other owners. It is clearly understood by the buyers that the Buyer should not have any right to erect any wall/boundary wall in the said complex.

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

7. Transfer

7.1. Hereby Made: The Sellers hereby sell, convey and transfer 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 6th Schedule below, being:

7.1.2. Said Flat: Residential Flat No:- _____, in the Block No:- ____, on ____ Floor, Type:- _____ BHK, Carpet (including walls) area of _____ Sq ft, Balcony area of _____ Sq ft and super built-up area approximately _____ (_____) square feet described in Part-I of the 6th Schedule below (Said Flat), in the proposed complex named “Sun Shine Heights” (Said Complex) situated at Mouza – Bhatenda, comprised in R.S/L.R Dag No. 347, L.R Khatian No. 471/1, 1811 & 2234, Re,

Sa No. 50, Touzi No. 2998, J.LNo. 28, P.S- Rajarhat, under Rajarhat Bishnupur 1no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135, A.D.S.R Rajarhat, morefully described in the **1st Schedule** below (**Said Premises**).

7.1.2. Parking Space: 1 (one) covered car parking space having cement floor, measuring about 135 (one hundred and thirty five) square feet, which includes the service area and driveways, in the ground floor of the Said Complex, described in **Part-II** of the **6th Schedule** below (**Parking Space**).

7.1.3. Land Share: The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in the **1st Schedule** below, underneath the Said Block/Said Complex as be attributable and appurtenant to the Said Flat.

7.1.4. 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 **2nd Schedule** below, as be attributable and appurtenant to the Said Flat.

7.1.5. Easement Rights: Right of conditional easement of use on certain amenities and facilities such as roads, pathways, central drainage and sewage pipeline, internal roads and walkways, swimming pool together with landscaped green areas.

8. Total Consideration: The consideration for sale of the Said Flat, the Land Share and Share In Common Portions is **Rs. _____ (Rupees _____) only (Total Consideration) (excluding GST)**, Paid by the Buyer to the Developer, receipt of which the Developer hereby and by the Receipt and Memo of Consideration Below, admit and acknowledge.

9. Terms of Transfer

9.1. Conditions Precedent

9.1.1. 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 covenants 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 Block, the Said Complex and the Said Flat And Appurtenances.
- b) The Plans sanctioned by the Executive Officer, Rajarhat Panchayat Samiti.
- c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.

9.1.2. 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.

9.2. Salient Terms: The transfer of the Said Flat And Appurtenances being affected by this Conveyance is:

9.2.1. Sale: A sale within the meaning of the Transfer of Property Act, 1882.

9.2.2. Absolute: Absolute, irreversible and forever.

9.2.3. Free from Encumbrances: Free from all encumbrances of any and every nature whatsoever including but not limited to lispendens attachments, liens charges mortgages, trusts, debutters, reversionary rights. residuary rights. claims and statutory prohibitions.

9.2.4. Benefit of Common Portions: Together with proportionate ownership benefit of user and enjoyment of the Common Portions described in the 2nd Schedule below, in common with the other co-owners of the Said Complex and the Sellers.

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

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

9.3.1. 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 and/or under the Co-operative Societies Act. 1983 (Association) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works. maintenance deposit as detailed in the Sale Agreement.

9.3.2. Payment of Common Expenses/Maintenance Charges: The Buyers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/Maintenance Charges**), indicative list of which is given in the 3rd Schedule below.

9.3.3. Easements And Quasi-easements: Observance, performance and acceptance of the easements, quasi-easements and other stipulations. (collectively **Easements And Quasi-easements**) described in the 4th Schedule below

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

9.3.5. 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 for their successors-in-interest by reason of any default of the Buyers.

10. Possession and Outgoings

10.1. Delivery of Possession: Khas, vacant, peaceful, satisfactory, acceptable 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.

10.2 Payment of Outgoings: All Panchayat taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the Buyers (Date Of Possession), whether as yet demanded or not, shall be borne, paid and discharged by the Sellers and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyers.

11. Holding Possession

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 Block shall remain common to all residents of the Said Block (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 Block.

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.

THE SCHEDULE- I- ABOVE REFERRED TO (SAID LAND)

ALL THAT the piece and parcel of land containing by admeasuring an area of **8 (eight) Cottahs 00 (Zero) Chittack 00 (Zero) Sq.ft more or less** be the same little more or less, comprised in R.S/L.R Dag No. 347, L.R Khatian No. 471/1, 1811 & 2234 lying and situate at Mouza- Bhatenda, Re, Sa No. 50, Touzi No. 2998, J.LNo. 28, P.S- Rajarhat, under Rajarhat Bishnupur 1no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135. This is butted and bounded by:

ON THE NORTH	:	Panchyat Road
ON THE SOUTH	:	Panchyat Road
ON THE EAST	:	Vacant Land & House
ON THE WEST	;	Vacant land

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

2nd Schedule **Part – I** **(Common Portions)**

1. Stair case on all the floors.
2. Stair case landing on the floors.
3. Common passage and lobbies on the ground floor excepting car parking space.
4. Water pump, water tanks, septic tank, water pipes and other plumbing installation.
5. Drainage and sewerages.
6. Electrical wiring meters & fittings (excluding those as reinstalled for particular flat).
7. Roof at the top of the building.

8. Pump space, electrical meter space.
9. Boundary walls and main gates.
10. Such other common parts areas, equipment's installation, fixtures, fittings and spaces in or around the said building as are necessary for passages and also car parking spaces.

Part – II

(Apartment Amenities and Facilities)

1. Lift and lift room
2. Surveillance facility with CCTV
3. Generator Backup
4. Roof Top Community Hal
5. 24 hours Drinking Water

3rd Schedule

(Common Expenses/Maintenance Charges)

- 1. Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
- 2. Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Block/Said Complex.
- 3. Association:** Establishment and all other capital and operational expenses of the Association.
- 4. Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions
- 5. Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating re-building, reconstructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Block/ Said Complex].
- 6. Operational:** All expenses for running and operating all machinery equipments and installations comprised in the Common Portions including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
- 7. Rates and Taxes:** Panchayat Tax, surcharge, Water Tax and other levies in respect of the Said Block/Said Complex save those separately assessed on the Buyers
- 8. Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz, manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.
- 9. Unsold Flats:** Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

4th Schedule

(Easements and Quasi-easements)

The Buyers and the other co-owners shall allow each other, the Sellers and the Association, the following rights, easements, quasi-easements privileges and/or appurtenances and in turn, the Buyers shall also be entitled to the same:

1. Right of Common Passage on Common Portions: The right of common passage, user and movement in all Common Portions;

2. Right of Passage of Utilities: The right of passage of utilities including connection for telephones, televisions, pipes, cables, etc. through each and every part of the Said Premises and the Said Block 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 Block by other and/or others thereof;

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

5. Appurtenances of the Said Flat And Appurtenances: Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances;

6. Right of Enter: The right, with or without workmen and necessary materials, to enter upon the Said Complex, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;

7. Access to Roof: Right of access to the roof and/or terrace above the top floor of the Said Block;

5th Schedule

(Covenants)

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

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 Buyers shall neither have nor shall claim any right over any portion of the Said Complex and 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 favor of the Buyers, or 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 Block 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 comprehends and accepts that the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Block and the Said Complex (2) the Buyers fully comprehends and accepts that if the area of the Said Block and 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 comprehends and accepts 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/s of the flat's 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 Sellers and the Buyers hereby declares and undertakes 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 Seller's 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 Sellers 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 & 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/or the Said Block 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 Sellers or the Association. In the event the Buyers make the said alterations/changes, the Buyers shall compensate the Sellers/Association as estimated by the Sellers/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 Block which may affect or endanger the structural stability of the Said Block and not subdivide the Said Flat in any manner whatsoever.

10.8. No Sub-Division of flat/parking space/servant quarters: Not to subdivide 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 Sellers

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 neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

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

10.12. No Obstruction to Sellers/Association: Not obstruct the Sellers/ Association in their acts relating to the Common Portions and not to obstruct the Sellers 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.

10.14. No Violating Rules: not violate any of the rules and/or regulations laid down by the Sellers 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 or 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' covenants 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 covenants that the Buyers shall not have any right to raise any dispute or make any claim with regard to the Sellers 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 Sellers 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.

6th Schedule
Part-I
(Said Flat)

Residential **Flat No:-** _____, in the **Block No:-** ____ , on ____ **Floor**, Type:-____**BHK**
 Carpet (including walls) area of _____ Sq ft, Balcony area of _____ Sq ft and super built-up area approximately _____ (_____ **only**) square feet in the complex named **“Sun Shine Heights” (Said Complex)** situated at Mouza – Bhatenda, comprised in R.S/L.R Dag No. 347, L.R Khatian No. 471/1, 1811 & 2234, Re, Sa No. 50, Touzi No. 2998, J.LNo. 28, P.S- Rajarhat, under Rajarhat Bishnupur 1no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135.

Part- II
(Parking Space)

____ (____) covered car parking space having cement floor, measuring about **135 (one hundred and thirty five)** square feet, which includes the service area and driveways, in the ground floor of the Said Block/Said Complex.

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

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

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

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

Right of conditional easement of use on certain amenities and facilities such as roads, pathways, central drainage and sewage pipeline, internal roads and walkways. pond and fishing deck together with landscaped green areas.

IN WITNESS WHEREOF the parties herein have set the irrespctive hands and signed this Conveyance at Kolkata in the presence of attesting witness, signing as such on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED –

BIMAL CHANDRA MONDAL, PARITOSH GHOSH & SOUMITRA ROY
being represented by its constituted attorney
Smt Baishali Raha & Sri Paraj Barman (VENDORS/ OWNERS)

SUN SHINE REALTORS
being represented by its' Partners namely
Smt Baishali Raha & Sri Paraj Barman (Promoter/Developer)

Buyers' Signature

WITNESSES:

1.

2.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. _____/- (**Rupees** _____) **only**, excluding of taxes towards the full and final consideration price of the within mentioned flat and one covered car parking space of the building Premise together with undivided proportionate share or interest in the land underneath as per memo below:-

<u>Date</u>	<u>Mode of Payment</u>	<u>Bank</u>	<u>Amount</u>
Total Amount:			

Amount in Words: (Rupees _____) **only**

SIGNED, SEALED AND DELIVERED -

IN PRESENCE OF: -

1.

2.

SUN SHINE REALTORS
 being represented by its' Partners namely
Smt Baishali Raha & Sri Paraj Barman
(Promoter/Developer)