

CONVEYANCE

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

3.1 M/S. EKDANTAYA PROPERTIES, (PAN: AALFE7296F), (DOI: 29/11/2024), a partnership firm, constituted under the provisions of the Indian Partnership Act 1932, having its office at 67 Amherst Street, Post Office: Raja Ram Mohan Sarani, Police Station: Amherst Street, Kolkata-700009, being represented by its Partners, (1) SMT. NIKITA JAISWAL, (PAN: AWGPJ5116J), (DOB: 26/05/1993) (AADHAAR NO: 3576-2339-4482), daughter of Sri Jayant Jaiswal alias Jayant Kumar Jaiswal, by nationality Indian, by faith Hindu, by occupation Business, residing at 67 Amherst Street, Post Office: Raja Ram Mohan Sarani, Police Station: Amherst Street, Kolkata-700009 and (2) SMT. KARINA SINGH GUPTA, (PAN: KNXPS8159A), (DOB: 07/07/2000), (AADHAAR NO: 5737-0794-7319), (Mobile: 6290166118), daughter of Sri Pradip Singh and wife of Sri Jayanta Gupta, by nationality Indian, by faith Hindu, by occupation Business, residing at 47 Pathuria Ghat Street, Post Office: Beadon Street, Police Station: Joranagan, Kolkata-700006, West Bengal, India, hereinafter called and referred to as the “VENDOR-CUM-DEVELOPER”

(Promoter, includes successors-in-office) (Developer, includes successors-in-interest)

And

3.13 _____, son/wife/daughter of _____,
by faith _____, by occupation _____,
nationality _____, residing at _____
_____ Post Office
_____, PIN _____, Police Station _____, District
_____, State _____ [PAN] [Aadhaar
No. _____]

(Buyer, includes successors-in-interest) Owner Cum Developer collectively
Sellers

Sellers 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 the _____ floor, having carpet area approximately _____ (_____) square feet [built up area approximately _____ (_____) square feet and super built up area approximately _____ (_____) square feet], including the respective areas of the balcony/verandah, being _____ square feet, more or less (**Said Flat**), in the Block (**Said Block**), described in **Part-I** of the **6th Schedule** below and delineated on **Plan B** annexed hereto and bordered in colour **Orange** thereon, in the complex named “Mouza Garpar, Touzi No. 1298/2833, Dihi Panchannagram, Taloq No. 835, Division III, Sub-Division 22, Holding No. 157 (formerly 104), situated and lying at **Municipal Premises No. 20 Pitambar Bhattacharjee Lane, Kolkata-700009**, Police Station: Narkeldanga (previously Beliaghata), within the limits of Ward No. 028 and Borough No. IV of the Kolkata Municipal Corporation [vide **Assessee No. 110281000184**], Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal more fully described in **Part-I** of the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon (**Said Property**).
- 4.2. **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat bears to the total built up area of the Said Block.
- 4.3. **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being more fully described in the **2nd Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat bears to the total built up area of the Said Block.

- 4.4 **Easement Rights over Complex Common Portions:** Right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **4th Schedule** below (collectively **Complex Common Portions**). *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*
- 4.5 The Said Flat, the Land Share, the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

- 5 1) Sri Kalipada Kundu and (2) Sri Purna Chandra Kundu, by way of a Deed of Sale in Bengali language (kobala) dated 11th October 1915 registered in the Office of the District Registrar, Alipore, District 24 Parganas (now District South 24 Parganas) and recorded in Book-I, Volume No. 37, at Pages 269 to 276, being Deed No. 03002 for the year 1915, sold, conveyed and transferred in favour of one Sri Tinkary Chaudhary **ALL THAT** piece and parcel of land measuring 03 (three) cottahs, more or less, **TOGETHER WITH** a three storeyed residential building constructed thereon, measuring a built-up area/covered area of 4,558 square feet, more or less, [out of which the **(a)** the Ground Floor, measuring a built-up area/covered area of 1,668 square feet, more or less, **(b)** the First Floor, measuring a built-up area of 1,624 square feet, more or less, and **(c)** the Second Floor, measuring a built-up area of 1,266 square feet, more or less,], comprised in Mouza Garpar, Touzi No. 1298/2833, Dihi Panchannagram, Taloq No. 835, Division III, Sub-Division 22, Holding No. 157 (formerly 104), situated and lying at Municipal Premises No. 20 Pitambar Bhattacharjee Lane, Kolkata-700009, Police Station: Narkeldanga (previously Beliaghata), within the limits of Ward No. 028 and Borough No. IV of the Kolkata Municipal Corporation, Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal (hereinafter referred as **“SAID PREMISES”**), morefully described in the **FIRST SCHEDULE** hereunder.
- 6 The said Sri Tinkary Chaudhary, a Hindu then governed by the personal laws of the Hindus, died intestate on 26th August 1926, leaving behind him, survived by his wife, Smt. Binodini Chaudhurani along with six sons, (1) Sri Shyama Prosad Chaudhury (2) Sri Rama Prosad Chaudhary (3) Sri Sakti Prosad Chaudhary (4) Sri Sibani Prosad Chaudhury (5) Sri

Sabasana Prosad Chaudhury and (6) Sri Sarbani Prosad Chaudhury, as his legal heiress and heirs, wherein only the said six sons of Late Tinkary Chaudhary jointly and equally inherited all right, title and interest of their father, Late Tinkary Chaudhary, in respect of the Said Premises, each having an undivided 1/6th (one-sixth) share and/or interest therein, as per then personal laws of the Hindus.

- 7 Thereafter, the aforesaid six sons Late Tinkary Chaudhary, i.e. (1) Sri Shyama Prosad Chaudhury (2) Sri Rama Prosad Chaudhary (3) Sri Sakti Prosad Chaudhary (4) Sri Sibani Prosad Chaudhury (5) Sri Sabasana Prosad Chaudhury and (6) Sri Sarbani Prosad Chaudhury executed a Deed of Partition in Bengali language (Bantannama) dated 16th October 1933 registered in the Office of the District Registrar, Alipore, District 24 Parganas (now District South 24 Parganas) and recorded in Book-I, Volume No. 95, at Pages 01 to 63, being Deed No. 04116 for the year 1933 (hereinafter referred as the “**Partition Deed**”), wherein they caused the estate of Late Tinkary Chaudhary partitioned by metes and bounds and the said (1) Smt. Binodini Chaudhurani (2) Sri Shyama Prosad Chaudhury (3) Sri Sabasana Prosad Chaudhury and (4) Sri Sarbani Prosad Chaudhury were allotted the entirety of the Said Premises to the exclusion of the remaining legal heirs of Late Tinkary Chaudhary, the same being (1) Sri Rama Prosad Chaudhary (2) Sri Sakti Prosad Chaudhary and (3) Sri Sibani Prosad Chaudhury. The said Partition Deed further contemplated that in the event of demise of Smt. Binodini Chaudhurani, her undivided share and/or interest in the Said Premises shall devolve upon her said three sons, (1) Sri Shyama Prosad Chaudhury (2) Sri Sabasana Prosad Chaudhury and (3) Sri Sarbani Prosad Chaudhury.
- 8 The said Smt. Binodini Chaudhurani died on 28th September 1939 and upon her demise, her undivided share and/or interest in the Said Premises devolved upon her said three sons, (1) Sri Shyama Prosad Chaudhury (2) Sri Sabasana Prosad Chaudhury and (3) Sri Sarbani Prosad Chaudhury, who became the joint and absolute owners of the entirety of the Said Premises, each having an undivided 1/3rd (one-third) share and/or interest therein, in terms with the Partition Deed.
- 9 Consequently, the said (1) Sri Shyama Prosad Chaudhury (2) Sri Sabasana Prosad Chaudhury and (3) Sri Sarbani Prosad Chaudhury, as vendors therein, along with the consent and concurrence of (1) Sri Rama Prosad Chaudhury (2) Sri Sakti Prosad Chaudhury and (3) Sibani Prosad Chaudhury, joining as confirming parties therein, by way of an Indenture of Conveyance dated 23rd January 1942 registered in the Office of the Sub-Registrar, Sealdah, District 24 Parganas and recorded in Book-I, Volume No. 02, at Pages 223 to 236, being Deed No. 00098 for the year 1942, sold, conveyed and transferred in favour of (1) Sri Mohini Mohon Chakrabarti (2) Sri Nirmal Chandra Chakrabarti and (3) Sri Santosh Kumar Chakrabarty, all sons of Late Murari Mohan Chakrabarty alias Murari

Mohan Chakraborty, the entirety of the Said Premises, for the sale consideration mentioned therein, each of the said (1) Sri Mohini Mohon Chakrabarti (2) Sri Nirmal Chandra Chakrabarti and (3) Sri Santosh Kumar Chakrabarty having their respective undivided 1/3rd (one-third) share and/or interest in the Said Premises.

- 10 The said Sri Santosh Kumar Chakrabarty, a Hindu governed by the Dayabhaga School of Hindu Law died intestate without having any children on 04th May 1984, leaving behind him, survived by his wife, Smt. Renu Chakrabarty, who solely inherited all right, title and interest in respect of her husband, Late Santosh Kumar Chakrabarty, in respect of his undivided 1/3rd (one-third) share and/or interest in the Said Premises, as per the Hindu Succession Act 1956. Late Santosh Kumar Chakrabarty' father Late Murari Mohan Chakrabarty alias Murari Mohan Chakraborty and his mother, both having predeceased him.
- 11 Smt. Renu Chakrabarty, a Hindu governed by the Dayabhaga School of Hindu Law died testate on 08th September 1992 after making and publishing her last Will and Testament dated 18th August 1990, wherein she made bequest in respect of her undivided 1/3rd (one-third) share and/or interest in the Said Premises in favour of her husband's sister's sons or sons of her sister-in-law or nephews, (1) Sri Ashok Ganguly alias Ashok Kumar Ganguly and (2) Sri Arun Ganguly alias Arun Kumar Ganguly, who were appointed as the joint executors, and joint beneficiaries in respect of the undivided 1/3rd (one-third) share and/or interest in the Said Premises.
- 12 The said Sri Ashok Ganguly alias Ashok Kumar Ganguly, as one of the appointed Executor of the aforesaid Will and Testament dated 18th August 1990 executed by his aunt, Late Renu Chakrabarty obtained an Order of Probate against the said Will and Testament dated 18th August 1990, vide Act 39 Case No. 27 of 1994 from the Ld. Court of the District Delegate at Alipore, District 24 Parganas and thereby became the sole and absolute owners in respect of an undivided 1/6th (one-sixth) share and/or interest in the Said Premises, out of the undivided 1/3rd (one-third) share and/or interest of his aunt, Late Renu Chakrabarty.
- 13 The said Sri Mohini Mohon Chakrabarti, a Hindu governed by the Dayabhaga School of Hindu Law died testate on 21st July 1988 after making and publishing his Last Will and Testament dated 15th March 1981, wherein he inter alia made bequest of his undivided 1/3rd (one-third) share and/or interest in the Said Premises, in favour of his wife, Smt. Rekha Chakraborty, as the sole beneficiary to his Last Will and Testament dated 15th March 1981 subject to his own life interest therein and the said Sri Mohini Mohon Chakrabarti also appointed his two sons, (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti and (2) Sri Mukul Chakrabarty alias Mukul Chakraborty, as the Executors of his Last Will and Testament dated 15th March 1981.

- 14 The said Sri Nirmal Chandra Chakrabarti, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 26th February 2005 as a bachelor, leaving behind him, survived by his four nephews (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan Chakraborty and (4) Sri Malay Chakrabarti along with her only niece, Smt. Jayasri Chatterji (hereinafter collectively referred as “**Said Owners**”), as his only legal heirs and heiress, who jointly and equally inherited all right, title and interest of their paternal uncle, Late Nirmal Chandra Chakrabarti, in respect his undivided $1/3^{\text{rd}}$ (one-third) share and/or interest in the Said Premises, each having an undivided $1/15^{\text{th}}$ (one-fifteenth) share and/or interest in the Said Premises, as per Class-II legal heirs and heiress under the Hindu Succession Act 1956. Late Nirmal Chandra Chakrabarti’s father Late Murari Mohan Chakrabarty alias Murari Mohan Chakraborty and his mother, both having predeceased him and Late Nirmal Chandra Chakrabarti’s two brothers, Late Santosh Kumar Chakrabarty having predeceased him on 04th May 1984 and his brother, Late Mohini Mohon Chakrabarti having predeceased him on 21st July 1988.
- 15 Consequent to the demise of Late Mohini Mohon Chakrabarti, his two sons, the said (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti and (2) Sri Mukul Chakrabarty alias Mukul Chakraborty, as the Executors of his Last Will and Testament dated 15th March 1981 applied for an Order for Grant of Probate vide P.L.A. No. 66 of 2023 before the Testamentary and Intestate Jurisdiction of the Hon’ble High Court at Calcutta and obtained an Order of Probate from the Hon’ble High Court at Calcutta on 16th December 2023 and in terms of the said Last Will and Testament dated 15th March 1981 of Late Mohini Mohon Chakrabarti, his wife, Smt. Rekha Chakraborty, as the sole beneficiary therein, became the sole and absolute owner in respect of an undivided $1/3^{\text{rd}}$ (one-third) share and/or interest in the Said Premises.
- 16 The said Smt. Rekha Chakraborty, wife of Late Mohini Mohon Chakrabarti, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 24th January 2021, leaving behind her, survived his four sons (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan Chakraborty and (4) Sri Malay Chakrabarti along with her only daughter, Smt. Jayasri Chatterji, as her only legal heirs and heiress, who jointly and equally inherited all right, title and interest of their mother, Late Rekha Chakraborty, in respect her undivided $1/3^{\text{rd}}$ (one-third) share and/or interest in the Said Premises, each having an undivided $1/15^{\text{th}}$ (one-fifteenth) share and/or interest in the Said Premises, as per Class-I legal heirs and heiress under the Hindu Succession Act 1956.

- 17 The said Sri Ashok Ganguly alias Ashok Kumar Ganguly, son of Late Kantilal Ganguly, by way of a Deed of Gift dated 03rd August 2000 registered in the Office of the Additional Registrar of Assurances-I Kolkata and recorded in Book-I, Volume No. 125, at Pages 313 to 330, being Deed No. 03784 for the year 2001, gifted and conveyed, out of his natural love and affection, in favour of his 04 (four) nephews, (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan Chakraborty and (4) Sri Malay Chakrabarti his undivided 1/6th (one-sixth) share and/or interest in the Said Premises, each having an undivided 1/24th (one by twenty-fourth) share and/or interest therein.
- 18 The said Sri Arun Ganguly alias Arun Kumar Ganguly, son of Late Kantilal Ganguly, a Hindu governed by the Dayabhaga School of Hindu Law died intestate as a bachelor on 19th January 2020, leaving behind him, survived by his four nephews (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan Chakraborty and (4) Sri Malay Chakrabarti along with her only niece, Smt. Jayasri Chatterji, as her only legal heirs and heiress, who jointly and equally inherited all right, title and interest of their uncle, Late Arun Ganguly alias Arun Kumar Ganguly, in respect his undivided 1/6th (one-sixth) share and/or interest in the Said Premises, each having an undivided 1/30th (one-thirtieth) share and/or interest in the Said Premises, as per Class-II legal heirs and heiress under the Hindu Succession Act 1956.
- 19 An Affidavit of legal heirship was sworn before the Ld. 01st Court of the Executive Magistrate, Sadar Howrah, vide Serial No. 13391/2025 dated 18th August 2025 by Sri Mukul Chakrabarty alias Mukul Chakraborty, wherein (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan Chakraborty (4) Sri Malay Chakrabarti and (5) Smt. Jayasri Chatterji were declared as the only legal heirs and heiress of (1) Late Nirmal Chandra Chakrabarti (2) Late Rekha Chakraborty and (3) Late Arun Ganguly alias Arun Kumar Ganguly.
- 20 In the above-mentioned circumstances, the said (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Smt. Jayasri Chatterji (4) Sri Chandan Chakraborty and (5) Sri Malay Chakrabarti became the joint and absolute owner of the Said Premises in the following manner:

I. No.	Name of the Vendors	vided Share and/or interest in the Said Premises
1.	Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti	05/24 th share
2.	Sri Mukul Chakrabarty alias Mukul Chakraborty	05/24 th share
3.	Smt. Jayasri Chatterji	01/6 th share
4.	Sri Chandan Chakraborty	05/24 th share
5.	Sri Malay Chakrabarti	05/24 th share

Total Share:	24/24th = 1
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- 21 The said (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Smt. Jayasri Chatterji (4) Sri Chandan Chakraborty and (5) Sri Malay Chakrabarti consequently got their respective names mutated and recorded in the records of the Assessment-Collection Department of the Kolkata Municipal Corporation in respect of the Said Premises, vide Assessee No. 110281000184 and duly paid municipal taxes thereof.
- 22 The said (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Smt. Jayasri Chatterji (4) Sri Chandan Chakraborty and (5) Sri Malay Chakrabarti by way of a Deed of Conveyance dated 21st August 2025 registered in the Office of the Additional Registrar of Assurances-II Kolkata and recorded in Book-I, Volume No. 1902-2025, at Pages 487843 to 487881, being Deed No. 190210474 for the year 2025, sold, conveyed and transferred in favour of M/s. Ekdantya Properties (the Vendor-Cum-Developer herein), the entirety of the Said Premises, for the sale consideration mentioned therein.
- 23 The said M/s. Ekdantya Properties (the Vendor-Cum-Developer herein) consequently got its name mutated and recorded in the records of the Assessment-Collection Department of the Kolkata Municipal Corporation in respect of the Said Premises, vide Assessee No. _____ and duly paid municipal taxes thereof.
- 24 The said M/s. Ekdantya Properties (the Vendor-Cum-Developer herein) for the purpose of develop and commercial exploitation of the Said Premises obtained a Building Permit No. _____ dated _____, valid up to _____ from the Building Department of the KMC, for the purpose of constructing Ground plus _____ (G+_____) storeyed business building at the Said Premises and in corroboration of such plan commenced construction of the G+III storeyed business building at the Said Premises under the name and style of **“EKDANTYA PRERNA”**.
- 24.1 **RERA REGISTRATION:** The Owne Cum Developer has registered the Said Complex as a separate project under the provisions of the RERA Act with the West Bengal Housing Industry Regulatory Authority on _____ under Registration No. _____.
- 24.2 **OCCUPANCY CERTIFICATE:** The Developer vide approval dated _____ has been granted the Commencement Certificate to develop the Said Complex.
- 24.3 **COMMENCEMENT OF CONSTRUCTION:** The Owner Cum Developer commenced construction of the Said Complex on the Said Property and announced sale of flats comprised in the Said Complex.
- 24.4 **APPLICATION AND ALLOTMENT TO BUYER:** The Buyer, upon full satisfaction of the Sellers’ title, applied for allotment of the Said Flat and Appurtenances,

more fully described in **Part III** of the **6th Schedule** below and the Sellers allotted the same to the Buyer, who in due course entered into an Sale Agreement dated _____ (**Said Agreement**) for purchase of the Said Flat and Appurtenances, on the terms and conditions contained therein.

- 24.5 **CONSTRUCTION OF SAID BUILDING:** The Owner Cum Developer has completed construction of the Said Complex in the Said Property.
- 24.6 **Conveyance to Buyer:** In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 24.7 **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:
- 24.7.1 **Understanding of Scheme by Buyer:** The undertaking and covenants of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Sellers:
- (a) **Development of Said Property:** The Sellers intend to develop the entirety of the Said Property in due course and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - (b) **Extent of Ownership:** The ownership rights of the Buyer is limited to the Said Flat, , the Land Share and the Common Portions and the Buyer hereby accepts the same and under no circumstances, shall be entitled to raise any objection.

- (c) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Property and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.
- 24.7.2 **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 Plan, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 24.7.3 **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 of all other portions of the Said Property and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.
- 24.7.4 **Extension/Addition:** The undertaking of the Buyer to the Sellers that notwithstanding anything contained in this Conveyance, the Buyer has no objection and shall under no circumstances have any objection to the Sellers (1) integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to future passages (2) extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other facilities (3) modifying the Sanctioned Plan, as may be necessary in this regard (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and easement of use over the Common Portions and other facilities and (5) granting all rights of user and easements over the Common Portions and other facilities to the Intending Buyer or other owners. It is clearly understood by the Buyer that the Buyer shall not have any right to erect any wall/boundary wall in the Said Complex.
- 24.7.5 **Undertaking of Buyer:** The Buyer further undertakes that in consideration of the Sellers conveying the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and has granted and shall be deemed to have granted to the Sellers, the other owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Complex, with right to connect the same to the other contiguous properties.

6. Transfer

- 6.1 **Hereby Made:** The Sellers hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances more fully described in **Part-III** of the **6th Schedule** below, being:
- 6.1.1 **Said Flat:** The Said Flat being, residential Flat No. __, on the _____ floor, having carpet area approximately _ (_____) square feet and super built up area approximately _____ (_____) square feet], including the respective areas of the balcony/verandah, being square

feet, more or less, in the Said Block __, more fully described in **Part-I** of the **6th Schedule** below and delineated on **Plan B** annexed hereto and bordered in colour **Orange** thereon, in the Said Complex named "**PRERNA**" comprising in Mouza Garpar, Touzi No. 1298/2833, Dihi Panchannagram, Taloq No. 835, Division III, Sub-Division 22, Holding No. 157 (formerly 104), situated and lying at **Municipal Premises No. 20 Pitambar Bhattacharjee Lane, Kolkata-700009**, Police Station: Narkeldanga (previously Beliaghata), within the limits of Ward No. 028 and Borough No. IV of the Kolkata Municipal Corporation [vide **Assessee No. 110281000184**], Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal more fully described in **Part-I** of the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon.

- 6.1.2 **Land Share:** The Land Share being undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat. The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat bears to the total built up area of the Said Block.
- 6.1.3 **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 Block as is attributable to the Said Flat, the Common Portions more fully described in the **2nd Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat bears to the total built up area of the Said Block.
- 6.1.4 **Easement Rights over Complex Common Portions:** Easement Rights over Complex Common Portions being right of easement on facilities and amenities which may be provided by the Sellers for common benefit and utilization of all or specified portions of the Said Complex, described in **4th Schedule** below. *It is clarified that the Complex Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Complex and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*

7. Total Consideration

- 7.1 **Total Consideration:** The aforesaid transfer of the Said Flat and Appurtenances is being made by the Sellers in consideration of a sum of Rs. _____/- (Rupees _____) (**Total Consideration**), paid by the Buyer to the Sellers, receipt of which the Sellers hereby and by the Receipt and Memo of Consideration below, admit and acknowledge.

8. Terms of Transfer

- 8.1 **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 Owner and the Owner Cum Developer in respect of the Said Property, the Said Building and the Said Flat And

Appurtenances;

- (b) The Sanctioned Plan sanctioned by the Kolkata Municipal Corporation;
- (c) The construction and completion of the Said Complex, the Common Portions, the Said Flat, the including the quality, specifications, materials, workmanship and structural stability thereof.

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

8.3 **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, *debentures*, 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 **2nd Schedule** below, in

common with the other co-owners of the Said Block, including the Owner Cum Developer (if the Owner cum Developer retain any Unit in the Said Block/Said Complex).

- 8.3.5 **Other Rights:** Together with all other rights appurtenant to the Said Flat And Appurtenances.
- 8.4 **Subject to:** The transfer of the Said Flat And Appurtenances being affected 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 Panchayat 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 Monthly Expences and User Charge:** The Buyer regularly and punctually paying the proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.
- 8.4.3 **Payment of Common Expenses/Maintenance Charges:** The Buyer 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.
- 8.4.4 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), more fully described in the 4th Schedule below.
- 8.4.5 **Observance of Covenants:** The Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), more fully described in the 5th Schedule below.
- 8.4.6 **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 Agreement. The Buyer agrees to keep indemnified the Owner Cum Developer and/or their successors-in-interest, of, from and against any

losses, damages, costs, charges and expenses which may be suffered by the Owner Cum Developer and/or their successors-in-interest by reason of any default of the Buyer.

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 Owner Cum Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

10. Outgoings

10.1 **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 Buyer (**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 Buyer.

11. Holding Possession

11.1 **Buyer Entitled:** The Sellers hereby covenant 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 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 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. 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, with the previous permission from the authorities, shall have the right of further construction on the entirety of the top roof of the Said Block and the Buyer specifically agrees not to do any act, which prevents or hinders such construction. After such permissible 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.

1st Schedule

ALL THAT piece and parcel of land measuring 03 (three) cottahs, more or less, **TOGETHER WITH** a G+VII storeyed business building/project named “**EKDANTYA PRERNA**” undergoing construction thereon [vide RERA Registration No.: _____ dated _____, vide Project ID: _____], comprised in Mouza Garpar, Touzi No. 1298/2833, Dihi Panchannagram, Taloq No. 835, Division III, Sub-Division 22, Holding No. 157 (formerly 104), situated and lying at **Municipal Premises No. 20 Pitambar Bhattacharjee Lane, Kolkata-700009**, Police Station: Narkeldanga (previously Beliaghata), within the limits of Ward No. 028 and Borough No. IV of the Kolkata Municipal Corporation [vide Assessee No. 110281000184], Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal **TOGETHER WITH** all common rights of easement and other advantages appurtenant thereto and butted and bounded as follows.

On the North:	By Premises No. 18 Pitambar Bhattacharjee Lane;
On the South:	By Sewered ditch beyond which are Premises No. 21 Pitambar Bhattacharjee Lane and 16 Garpar Road;
On the East:	By Premises No. 16 Garpar Road;
On the West:	By Pitambar Bhattacharjee Lane;

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

2nd Schedule
(Common Portions)

- Lobby at the ground level of the Said Block/Said Complex
- Lobbies on all floors and staircase(s) of the Said Block
- Lift machine room(s) and lift well(s) of the Said Block
- Water reservoirs/tanks of the Said Block/Said Complex
- Water supply pipeline in the Said Block (save those inside any Flat)
- Drainage and sewage pipeline in the Said Block/Said Complex (save those inside any Flat)
- Demarcated portion of the roof above top floor of Said Block
- Electricity meter (s) for common installations and space for their installation
- Intercom Network in the Said Block
- Electricity Cable for common installations in the Said Block, if any
- External walls of the Said Block
- Lift (s)

3rd Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white- washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** *Panchayat* Tax, surcharge, Water Tax and other levies in respect of the Said Complex **save** those separately assessed on the Buyer.
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 Buyer 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 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 Property and the Said Complex including the other flats and the Common Portions;
- 3) **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Complex by other and/or others thereof;
- 4) **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained;
- 5) **Appurtenances of the Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances;
- 6) **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Said Complex, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;
- 7) **Access to Roof:** Right of access to the roof and/or terrace above the top floor of the Said Complex;

5th Schedule
(Covenants)

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

1. **Buyer Aware of and Satisfied with Said Block/Said Complex and Construction:** The Buyer admits and accepts that the Buyer, 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 Buyer has examined and are acquainted with the Said Block/ Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyer shall neither have nor shall claim any right over any

portion of the Said Block/Said Complex and the Said Property **save** and **except** the Said Flat and Appurtenances.

2. **Buyer to pay Rates and Taxes and Common Expenses/Maintenance Charges:** The Buyer admits and accepts that the Buyer shall pay *Panchayat* and other taxes (proportionately for the Said Block/Said Complex and wholly for the Said Flat and Appurtenances), from the Date of Possession and until the Said Flat and Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the Sellers' appointed service provider Company or Body/Sellers/Association, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer also admits and accepts that the Buyer shall have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Block and 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 Buyer 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. **Buyer to Pay Interest for Delay and/or Default:** The Buyer admits and accepts that the Buyer 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 Buyer shall pay interest @ % (_____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 Buyer also admits and accepts 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 Buyer.
4. **Sellers' Charge/Lien:** The Buyer admits and accepts that the Sellers shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Buyer.
5. **No Obstruction by Buyer to Further Construction:** The Sellers are entitled to construct further floors on and above the top roof of the Said Complex and/or to make other constructions elsewhere in the Said Property and the Buyer shall not obstruct or object to the same. The Buyer also admits and accepts 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 Buyer shall not raise any objection in any manner whatsoever with regard thereto.
6. **No Rights of or Obstruction by Buyer:** The Buyer admits and accepts that all open

areas in the Said Complex 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 Buyer fully comprehend 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 Complex (2) the Buyer fully comprehend and accepts that if the area of the Said Complex is increased/recomputed by the Sellers or if the Sellers integrate/add (notionally or actually) adjacent lands and premises to the Said Property and the Said Complex (which the Sellers shall have full right to do and which right is hereby unconditionally accepted by the Buyer), then the Share In Common Portions shall vary accordingly and proportionately (3) the Buyer shall not question any variation (including diminution) of the Share In Common Portions as decided by the Sellers (4) the Buyer shall not demand any refund of the Total Consideration paid by the Buyer on ground of or by reason of any variation of the Share In Common Portions and (5) the Buyer fully comprehend and accept that the Share In Common Portions is not divisible and partible. The Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Sellers.
8. **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other Buyer of the flats shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer 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 Buyer, after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer, for the respective purposes thereof.
9. **Use of Common Passage:** The Buyer admits and accepts that use of common passage in the Said Property/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 Buyer hereby declare and undertake not to raise any objection of any and every nature in this regard.
10. **Obligations of the Buyer:** With effect from the Date Of Possession, the Buyer shall:

- 10.1 **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and/or the Said Property by the Sellers' appointed service provider Company or Body/Sellers/Association.
- 10.2 **Observing Rules:** observe the rules framed from time to time by the Sellers' appointed service Provider Company or Body/Sellers/Association for the beneficial common enjoyment of the Said Complex and/or the Said Property.
- 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 Buyer shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Complex and/or the Said Property.
- 10.5 **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances the Buyer shall use the Said Flat for commercial, industrial or any other purpose.
- 10.6 **No Alteration:** not alter, modify or in any manner change the elevation and exterior color scheme of the Said Complex and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Sellers or the Association. In the event the Buyer make the said alterations/changes, the Buyer 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 Complex which may affect or endanger the structural stability of the Said Complex and not subdivide the Said Flat in any manner whatsoever.
- 10.8 **No Sub-Division of flat/ space/servant quarters:** Not to sub-divide the flat/ 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 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 Property 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 Property.
- 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 Property and selling or granting rights to any person on any part of the Said Complex and/or the Said Property (excepting the Said Flat.
- 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 on any obnoxious or injurious activity in or through the Said Flat 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 Buyer 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.
- 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 Property.
- 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 Buyer's covenants that the Buyer has accepted the scheme of the Sellers to construct the Said Complex in phases and hence the Buyer has no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Flat And Appurtenances. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the construction activity in the Said Complex/Said Property after delivery of possession of the Said Flat And Appurtenances.

12. **No Dispute for Not Construction of Other Areas:** The Buyer further covenants that the Buyer 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 Buyer has 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 Buyer 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
(Said Flat)

Residential Flat No. _____, on the _____ floor, having carpet area approximately _____ (_____) square feet [built up area approximately _____ (_____) square feet and super built up area approximately _____ (_____) square feet], including the respective areas of the balcony/verandah, being square feet, more or less, in the Block _____, delineated on in the complex named Mouza Garpar, Touzi No. 1298/2833, Dihi Panchannagram, Taloq No. 835, Division III, Sub-Division 22, Holding No. 157 (formerly 104), situated and lying at **Municipal Premises No. 20 Pitambar Bhattacharjee Lane, Kolkata-700009**, Police Station: Narkeldanga (previously Beliaghata), within the limits of Ward No. 028 and Borough No. IV of the Kolkata Municipal Corporation [vide **Assessee No. 110281000184**], Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal more fully described in the **1st Schedule** above.

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.

Undivided, impartible, proportionate and variable share in the land comprised in the Said Property described in the **1st Schedule** above, as is attributable to the Said Flat. The Land Share is/shall be derived by taking into consideration the proportion which the carpet area of the Said Flat bears to the total built up area of the Said Block.

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.

13. Execution and Delivery

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

[Owner Cum Developer]

[Buyer]

Drafted by

Witnesses:

Signature _____
Name _____
Father's Name _____
Address _____

Signature _____
Name _____
Father's Name _____
Address _____

Receipt And Memo of Consideration

Received from the within named Buyer the within mentioned sum of Rs. _____ /-(Rupees _____)
towards full and final payment of the Total Consideration for transfer of the Said Flat And Appurtenances more fully described in the **Part-III** of the **6th Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
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[Owner Cum developer]

Witnesses:

Signature _____
Name _____

Signature _____
Name _____