

CONVEYANCE

1. Date
2. Place
3. Parties

- 3.1 **Trinayani Vyapaar Private Limited**, a private limited company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2012, having its registered and head office at 21, Hemant Basu Sarani, Centre Point, Room No. 206, 2nd Floor, Kolkata 700001, Post Office _____, Police Station _____, District Kolkata, West Bengal (**PAN AACCT7140B**) represented by its Directors, **(1) Rajendra Kumar Bhalotia**, son of Late Payre Lal Bhalotia, by faith Hindu, by nationality Indian, by occupation Business, aged about ____ years, residing at NSB Road By Lane, Rambagan, Doctors Colony, Pin _____, Post Office Searsole Rajabari, Police Station Raniganj, District Burdwan, West Bengal (**PAN _____**) (**Aadhaar No. _____**), **(2) Sundar Bhalotia**, son of Late Payre Lal Bhalotia, by faith Hindu, by nationality Indian, by occupation Business, aged about ____ years, residing at NSB Road By Lane, Rambagan, Doctors Colony, Pin _____, Post Office Searsole Rajabari, Police Station Raniganj, District Burdwan, West Bengal (**PAN _____**) (**Aadhaar No. _____**), **(3) Bijay Kumar Bhalotia**, son of Late Lakshmi Chand Bhalotia, by faith Hindu, by nationality Indian, by occupation Business, aged about ____ years, residing at Rambagan, Doctors Colony, Pin _____, Post Office Searsole Rajabari, Police Station Raniganj, District Burdwan, West Bengal (**PAN _____**) (**Aadhaar No. _____**), **(4) Nirmal Kumar Dey**, son of Late Bholanath Dey, by faith Hindu, by nationality Indian, by occupation Business, aged about ____ years, residing at Village Mejhia, Pin _____, Post Office Mejhia, Police Station Mejhia, District Bankura, West Bengal (**PAN _____**) (**Aadhaar No. _____**) and **(5) Chinmoy Mondal**, son of Late Badal Chandra Mondal, by faith Hindu, by nationality Indian, by occupation Business, aged about ____ years, residing at Village Baktarnagar, Pin _____, Post Office Baktarnagar, Police Station Raniganj, District Burdwan, West Bengal (**PAN _____**) (**Aadhaar No. _____**).

(Owner, which expression shall include its successors-in-interest)

And

- 3.2 _____, son of _____, by faith _____, by nationality _____, by occupation _____, working for gain at _____, Kolkata _____, Post Office _____, Police Station _____, District _____, West Bengal (**PAN _____**)

(Allottee, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owner and Allottee referred to as such or as **Party** and collectively **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Apartment:** Residential/ Commercial Apartment being Apartment No. _____, on the _____ floor, having super built-up area of _____ (_____) square feet, more or less, being morefully described in **Schedule B** below and the layout of the Residential/Commercial Apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure “2” (Said Aprtment)** in Building No. _____ **namely** _____ (**Said Building**), in the Real Estate Project named _____ (**Said Project**) registered under the provisions of The Real Estate Regulation and Development Act, 2016 (**Said Act**) and constructed upon land measuring 264 (two hundred and sixty four) decimal, more or less, equivalent to 160 (one hundred and sixty) *cottah*, more or less, comprised in R.S. *Dag* Nos. 146 and 151 corresponding to L.R. *Dag* Nos. 169, 172 and 182, recorded under R.S. *Khatian* Nos. 478, 549, 592, 596, 597 and 647 corresponding to L.R. *Khatian* Nos. 527, 269, 553, 1242, 1095, 868, 381, 1515, 1516, 1915, 1916, *Mouza* Amrasota, J.L. No. 18, Pin _____, Post Office Raniganj, Police Station Raniganj, within the limits of ~~Ranganj Municipality (RM)~~ Asansol Municipal Corporation (AMC), Sub-registration District Raniganj, District Burdwan, West Bengal, morefully described in the **Schedule A** below and the layout of the premises is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “1” (Said Property)**.
- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Building (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Building.
- 4.3 **Said Parking Space:** The right to park in the parking space/s described in the Schedule B below (Said Parking Space), if any.
- 4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities and facilities of the Said Project (**Share In Common Areas**), the common areas of the Said Project are being described in **Schedule C** below (**Common Areas**), and also as defined under clause (n) of Section 2 of the Said Act.
- 4.5 **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Land Share, the Sid Parking Space (if any) and the Share in Common Areas, respectively, which are collectively described in the **Schedule B** below (collectively **Said Apartment And Appurtenances**).

5. Background

- 5.1 **Ownership of the Said Property:** By virtue of (1) Deed of Sale dated 19th August, 2008, registered in the Office of the Additional District Sub-Registrar at Raniganj,

recorded in Book No. I, CD Volume No. 9, pages 2343 to 2356, being deed No. 03406 for the year 2008, **(2)** Deed of Sale dated 24th October, 2008, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 11, pages 300 to 312, being deed No. 04029 for the year 2008, **(3)** Deed of Sale dated 22nd October, 2008, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 11, pages 287 to 299, being deed No. 04028 for the year 2008, **(4)** Deed of Sale dated 11th September, 2009, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 10, pages 1329 to 1342, being deed No. 03828 for the year 2009, **(5)** Deed of Sale dated 28th September, 2012, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 14, pages 4004 to 4016, being deed No. 05094 for the year 2012 and **(6)** Deed of Sale dated 28th September, 2012, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 14, pages 4033 to 4045, being deed No. 05096 for the year 2012, the Owner herein namely **Trinayani Vyapaar Private Limited** became the sole owner of land measuring 264 (two hundred and sixty four) decimal, more or less, equivalent to 160 (one hundred and sixty) *cottah*, more or less, comprised in R.S. *Dag* Nos. 146 and 151 corresponding to L.R. *Dag* Nos. 169, 172 and 182, recorded under R.S. *Khatian* Nos. 478, 549, 592, 596, 597 and 647 corresponding to L.R. *Khatian* Nos. 527, 269, 553, 1242, 1095, 868, 381, 1515, 1516, 1915, 1916, *Mouza* Amrasota, J.L. No. 18, Pin _____, Post Office Raniganj, Police Station Raniganj, within the limits of [Raniganj Municipality \(RM\)](#) [Asansol Municipal Corporation \(AMC\)](#), Sub-registration District Raniganj, District Burdwan, West Bengal, the Owner became the joint and absolute Owner of the Said Property, free from all encumbrances.

- 5.2 **Development of Said Project:** For the purpose of developing and commercially exploiting the Said Property by construction of *inter alia* the Said Project thereon and transferring various apartments and other transferable spaces therein the Owner took on the work of development of the Said Project.
- 5.3 **Said Project:** The Said Property is earmarked for the purpose of building a residential project *inter-alia* comprising of buildings and/or any other permissible developments in the Said Complex and the said project shall be known as _____ **(Said Complex)**. The development of the Said Complex known as _____, *inter alia* consisting of **(I)** blocks of Residential Buildings to be constructed on the Said Property *inter-alia* comprising of Block Nos. _____ to _____, which shall be developed by the Owner at its sole discretion and proposed as a “real estate project” by the Owner and is being registered as a ‘real estate project’ **(Said Project)** with the West Bengal Real Estate Regulatory Authority **(Authority)**, under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- 5.4 **Sanctioned Plans:** The Owner has applied for building plan which was granted vide Building Plan No. _____ dated _____, sanctioned by the appropriate authorities (collectively **Sanctioned Plans**, which includes all sanctioned/permissible modifications made thereto, if any, from time to time).

- 5.5 **RERA Registration:** The Owner has registered the Said Project under the provisions of the Said Act with the Real Estate Regulatory Authority on _____ under Registration No. WBRERA/___/___/___/_____.
- 5.6 **Scheme and Announcement:** The Owner formulated a scheme and announced sale of Apartments in the Said Project to prospective allottees (**Intending Allottees**).
- 5.7 **Approach by Allottee:** The Allottee, intending to be a purchaser, upon full satisfaction of the Owner' title and authority to enter into this sale, applied for sale of the Said Apartment And Appurtenances and the Owner has allotted the same to the Allottee, who in due course entered into an agreement for sale dated _____ (**Said Agreement**) for sale of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.8 **Construction of Said Apartments:** The Owner has completed construction of the Said Apartments in the Said Project. The Owner has obtained completion certificate of the Said Project, including the Said Apartment on _____ vide Certificate No. _____.
- 5.9 **Indenture of Conveyance:** The Owner and is completing the sale of the Said Apartment And Appurtenances in favour of the Allottee, by these presents, which is the final and conclusive document between the Parties and supersedes and overrides the Said Agreement and all other previous documents, correspondence etc.
- 5.10 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Allottee confirms that the Allottee has accepted and agreed that the following are and shall be the conditions precedent to this Indenture of Conveyance:
- 5.10.1 **Understanding of Scheme:** The undertaking and covenant of the Allottee that the Allottee has understood and accepted the under mentioned scheme of development as disclosed by the Owner:
- i. **Terms of Development:** For sell of the Apartments comprised in the Said Project/Said Property to Intending Allottees, the Owner has adopted the Said Scheme. The Said Scheme is based on the legal premises that **(1)** the Owner has absolute right, title and interest in the Said Property and hence land shares therein (such as the Land Share) shall be transferred, absolutely and forever, **(2)** the sale of the Apartments comprised in the Said Project/Said Property shall belong to the Owner, **(3)** the Owner shall enter into indenture with the Intending Allottees, whereunder the Owner shall transfer the land shares along-with the Apartments comprised in the Said Project/Said Property to the Intending Allottees and **(6)** the consolidated consideration payable by the Intending Allottees (for the Apartments and the land shares) shall be received by the Owner.

- ii. **Said Property and Said Project:** Residential Apartments *inter-alia* consisting of Building Nos. ____ to ____, constitute the Said Project in accordance with the provisions of the Act and Rules. The Said Project is being constructed and developed on the Said Property. The detailed scheme of development attached as **Annexure “1”** discloses the proposed designated uses of the buildings/structures and the development on the Said Property and is based on the current approved layout for the Said Property and the conceptual layout for the development of the Said Property. The conceptual layout of the development on the Said Property could be finally developed by the Owner at its sole discretion either in terms of the Plan in **Annexure “1”** or in such other manner as may be possible under the relevant /applicable laws.
- iii. **Modifications by the Owner:** The Owner is entitled to amend, modify and/or substitute the proposed future and further development of the Said Property, in full or in part, subject to the necessary permission/sanction being granted by the all concerned authorities.
- iv. **Limited Areas And Facilities:** The Allottee agrees that the Owner shall be entitled to provide and designate certain common areas and facilities appurtenant to Apartments in the Said Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such Apartments and to the exclusion of other allottee/s in the Said Property (“**Limited Areas And Facilities**”). The Allottee agrees to not use the Limited Areas And Facilities identified for other allottee/s nor shall the Allottee have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof.
- v. **Common Areas:** The Common Areas in the Said Property that may be usable by the Allottee and other Allottee(s) in the Said Property on a non-exclusive basis are listed in **Schedule C** hereunder written. In regards to the Common Areas, the Allottee hereby understands, confirms and accepts that **(1)** all areas, amenities and facilities specifically mentioned in **Schedule C** below, shall constitute and be comprised in the Common Areas.
- vi. **Maximum FAR:** The Owner shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the all other concerned authorities, and construct additional built-up area – (i) by way of additional buildings on the Said Property; and/or (ii) additional plots of land on any part of the remaining portion of the Said Property. For the purpose aforesaid, the Owner will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Allottee hereby irrevocably agrees and give his/her/their/its express consent to the Owner for carrying out amendments, alternations, modifications, and/or variations in the building

plans of the Said Block for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications (morefully described in **Schedule D** below), amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Owner whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block being affected by such construction. The Allottee hereby agrees to give all facilities and co-operation as the Owner may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Owner to complete the development smoothly and in the manner determined by the Owner. It is expressly agreed by the Parties that the Owner will be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit the additional Apartments/structures that may be constructed by the Owner as aforesaid.

- 5.10.2 **Satisfaction of Allottee:** The undertaking of the Allottee to the Owner and the Owner that the Allottee is acquainted with, fully aware of and thoroughly satisfied about the title of the Owner, right and entitlement of the Owner in the Said Property, the sanctioned plans, all background papers, the right of the Owner to grant this sale, the scheme of development described above and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned above and/or elsewhere in this Indenture of Conveyance and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.
- 5.10.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Allottee to the Owner that the right, title and interest of the Allottee is confined only to the Said Apartment And Appurtenances and the Owner is entitled to deal with and dispose off all other portions of the Said Property, Said Project and other Apartments to third parties at its discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

6. Transfer

- 6.1 **Hereby made :** The Owner hereby sells, transfers and conveys to the Allottee, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances described in the **Schedule B** below:
- 6.1.1 **Said Apartment:** Residential/ Commercial Apartment being Apartment No. _____, on the _____ floor, having super built-up area of _____ (_____) square feet, more or less, being morefully described in **Schedule B** below and the layout of the Residential/Commercial Apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure**

“2” (Said Aptment) in Building No. ____ namely _____, being a part of the Real Estate Project registered under the provisions of The Real Estate Regulation and Development Act, 2016, under Registration No. WBRERA/___/___/___/_____, the Real Estate Project is constructed upon the Said Property as delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “1”** and morefully described in **Schedule A** below, being land measuring 264 (two hundred and sixty four) decimal, more or less, equivalent to 160 (one hundred and sixty) *cottah*, more or less, comprised in R.S. *Dag* Nos. 146 and 151 corresponding to L.R. *Dag* Nos. 169, 172 and 182, recorded under R.S. *Khatian* Nos. 478, 549, 592, 596, 597 and 647 corresponding to L.R. *Khatian* Nos. 527, 269, 553, 1242, 1095, 868, 381, 1515, 1516, 1915, 1916, *Mouza* Amrasota, J.L. No. 18, Pin _____, Post Office Raniganj, Police Station Raniganj, within the limits of RM, Sub-registration District Raniganj, District Burdwan, West Bengal.

6.1.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Building (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Building.

6.1.3 **Said Parking Space:** The right to park in the parking space/s described in the Schedule B below (Said Parking Space), if any.

6.1.4 **Share In Common Areas:** The Share in Common Areas, being undivided, impartible, proportionate and variable share and/or interest in the common areas of the Said Project being described in **Schedule C** below.

7. Consideration

7.1 **Consideration:** The aforesaid sale of the Said Apartment And Appurtenances has been made by the Owner in consideration of a sum of **Rs. _____/- (Rupees _____)** which has been received by the Owner and the receipt of which the Owner hereby and by the Memo and Receipt of Consideration below, admits and acknowledges.

8. Terms of Sale

8.1 **Title, Sanctioned Plans and Construction:** The Allottee has examined or caused to have examined the following and the Allottee 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 and interest of the Owner, in respect of the Said Property, the Said Project, Said Building and the Said Apartment And Appurtenances, as applicable;

- (b) The Sanctioned Plans including Building Plan No. _____ dated _____ (with all subsequent modifications/alterations/revalidations/ additions, etc.) as approved by the concerned authorities;
 - (c) The design, layout, specifications (morefully described in **Schedule D** below) and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the Said Apartments, the Common Areas, the Said Property including the quality, specifications, materials, workmanship and structural stability thereof.
 - (d) The Owner has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority on _____ under registration no. WBRERA/___/___/_____.
- 8.2 **Measurement:** The Allottee is satisfied regarding the area and the location of the Said Apartment 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 being effected by this Conveyance is:
- 8.4 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.5 **Absolute:** absolute, irreversible and perpetual.
- 8.6 **Free from Encumbrances:** the scheduled property is not subject to any land proceedings till date by the Government and the scheduled property is free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lispendens*, users, *debutter*s, trusts, prohibitions, Income Tax attachments, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
- 8.7 **Other Rights:** together with all other rights appurtenant to the Said Apartment And Appurtenances.
- 8.8 **Subject to:** the transfer of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:
- 8.9 **Common User of Common Areas:** The Allottee using and enjoying the Common Areas, in common with the co-Owner of other Apartments in the Said Property (collectively **Co-Owner**). In this regard, the Allottee confirms that the Allottee has accepted that the Common Areas are subject to modification and to some extent the same has not yet been created and the Allottee shall not have any claim or demand for delay in such creation.
- 8.10 **Payment of Common Expenses:** The Allottee regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the

Common Areas (**Common Expenses/ Maintenance Charges**), described in the **Schedule G** below.

- 8.11 **Easements And Reservations:** The Allottee observing, performing and accepting the easements, reservations and other stipulations (collectively **Easements And Quasi-easements**), described in the **Schedule E** below.
- 8.12 **Payment of Rates & Taxes:** The Allottee regularly and punctually paying costs, expenses, deposits and charges for *Panchayet* Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
- 8.13 **Observance of Covenants:** The Allottee observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule F** below.
- 8.14 **Indemnification:** Indemnification by the Allottee about faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Allottee hereunder. The Allottee agrees to keep indemnified the Owner and the Owner and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner and the Owner and/or their successors-in-interest by reason of any default of the Allottee.

8.15 **No Alteration:** The Allottee shall not be entitled to make any changes in the elevation and layout of the Said Apartment under any circumstances either before or after the possession of the Said Apartment is handed over to the Allottee. In the event the Owner and the Owner, the maintenance organization (if any), the association (upon formation) and/or the sanctioning authority comes to know of any such change is made by the Allottee, then the Owner and the Owner, the maintenance organization (if any), the association (upon formation) and/or the sanctioning authority shall be entitled to demolish the said changes and restore the Said Apartment at the cost of the Allottee. In the event, any change is made by the Allottee after the date of registration of Deed of Conveyance, then also the Owner and the Owner, the maintenance organization (if any), the association (upon formation) and/or the sanctioning authority shall be entitled to demolish the additions/changes and restore the Said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make the payment of the cost without raising any objection as the same is done due to default by the Allottee.

8.16 **Project Lawyer:** Adv. Anirban Sarkar is the Project Lawyer and/or Developer's Advocate and only he shall conduct drafting, execution and registration of Agreement of Sale and consequent Deed of Conveyance in favour of any intending allottee(s) and/or purchaser(s) of the Project.

9. Possession

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- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Owner and the Owner to the Allottee, which the Allottee admits, acknowledges and accepts.

10. Taxes and Outgoings

- 10.1 **Payment of Outgoings:** All taxes, surcharge, outgoings and levies of or on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Allottee (**Date Of Possession**), shall be borne, paid and discharged by the Owner and the Owner and all liabilities, outgoings, charges, taxes and levies of or on the Said Apartment And Appurtenances relating to the period after the Date Of Possession shall be borne, paid and discharged by the Allottee.

11. Holding Possession

- 11.1 **Allottee Entitled:** The Owner and the Owner hereby covenants that the Allottee and/or the Allottee's successors-in-interest or heirs, nominees or assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use, enjoy, transfer, gift and/or otherwise dispose off the Said Apartment 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 Allottee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owner and the Owner or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owner and the Owner.

12. Further Acts

- 12.1 **Owner and the Promoter to Do:** The Owner and the Owner hereby covenant that the Owner and the Owner or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Allottee and/or the Allottee's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title and Ownership of the Said Apartment And Appurtenances in favour of the Allottee.

13. Defect Liability:

- 13.1 The Owner shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Owner, at its own cost and effort, within five calendar years from the date of completion certificate issued by the competent authorities.

- 13.2 It is clarified that the Owner shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other Allottee(s) in the Said Property or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other Allottee(s)/person in the Said Property. The Allottee is aware that the Said Apartment is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Apartment at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Owner's obligation to rectify any defect(s) as mentioned in this Clause and the Allottee and/or the association of Allottee(s) shall have no claim(s) of whatsoever nature against the Owner in this regard.
- 13.3 It is clarified that the above said responsibility of the Owner shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.
- 13.4 Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Owner to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Said Property and if the annual maintenance contracts are not done/renewed by the Allottee, the Owner shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and the Common Areas wherever applicable. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Said Apartment and in the workmanship executed.

14. General

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Apartment And Appurtenances by this Indenture of Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.2 **Over Riding Effect:** It is clarified that this Indenture of Conveyance shall supersede and/or shall have over riding effect on the agreement for transfer and/or any other documents executed prior to the date of this Indenture of Conveyance.

15. Interpretation

- a. **Headings:** The headings in this Indenture of Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Indenture of Conveyance.
- b. **Definitions:** Words and phrases has been defined in the Indenture of 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 has corresponding meaning.
- c. **Numbers:** Words denoting the singular number include, where the context permits and requires, the plural number and vice versa.
- d. **Gender:** Masculine gender shall include the feminine and neuter gender and vice versa.
- e. **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

SCHEDULE 'A' **(Said Property)**

Land measuring 264 (two hundred and sixty four) decimal, more or less, equivalent to 160 (one hundred and sixty) *cottah*, more or less, comprised in R.S. *Dag* Nos. 146 and 151 corresponding to L.R. *Dag* Nos. 169, 172 and 182, recorded under R.S. *Khatian* Nos. 478, 549, 592, 596, 597 and 647 corresponding to L.R. *Khatian* Nos. 527, 269, 553, 1242, 1095, 868, 381, 1515, 1516, 1915, 1916, *Mouza* Amrasota, J.L. No. 18, Pin _____, Post Office Raniganj, Police Station Raniganj, within the limits of [Ranganj Municipality \(RM\)](#), [Asansol Municipal Corporation \(AMC\)](#), Sub-registration District Raniganj, District Burdwan, West Bengal, delineated in colour **Green** boundary line on the **Plan** annexed hereto and marked as **Annexure "1"**, and butted and bounded as follows:

On the North :
On the East :
On the South :
On the West :

SCHEDULE 'B'

(Said Apartment And Appurtenances)

[Subject matter of this Conveyance]

- (a) The Said Apartment, being Residential/ Commercial Apartment being Apartment No. _____, on the _____ floor, having super built-up area of _____ (_____) square feet, more or less, in Building No. _____ namely _____. The layout of the Said Apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure “2”**;
- (b) The Said Parking Space, being the right to park 1 (one) medium sized car in the _____ Car Parking, admeasuring 135 (one hundred and thirty five) square feet, more or less, in the _____ of Said Complex.
- (c) **The Share In Common Areas**, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Said Project described in **Schedule C** below, as be attributable and appurtenant to the Said Apartment; **and**
- (d) The Land Share, being undivided and impartible share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment.

Schedule ‘C’

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

SCHEDULE ‘D’

Specifications

(Which Are Part of the Said Apartment)

SCHEDULE ‘E’

(Easements and Reservations)

The Allottee and the other Apartment Owner shall allow each other, the Owner and the association/the maintenance organization (if any), upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- **Right of Common Passage on Common Areas:** The right of common passage, user and movement on all Common Areas.
- **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 including the Apartments and the Common Areas.
- **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Property by other and/or others thereof.
- **Absolute, Unfettered and Unencumbered Right over Common Areas:** The absolute, unfettered and unencumbered right over the Common Areas subject to the terms and conditions herein contained.
- **Rights, Support, Easements and Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed by other and/or others thereof.
- **Right to Enter Upon any Apartment:** The right, with or without workmen and necessary materials, to enter upon the Said Property including any Apartment for the purpose of repairing any of the Common Areas or any appurtenances to any Apartment and/or anything comprised in any Apartment, 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 Apartment Owner affected thereby.

SCHEDULE 'F' **(Covenants)**

The Allottee covenants with the Owner (which expression includes the body of Apartment Owner of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("**Association**"), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Owner, the sanctioned plans, all the background papers, the right of the Owner and the Owner to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accept the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule C** above) and Specifications (described in **Schedule**

D above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Complex and/Said Property **save and except** the Said Apartment And Appurtenances.

3. **Facility Manager:** The Owner shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that **(1)** the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex **(2)** the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges **(3)** the Allottee shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager **(4)** the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations **(5)** the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility Manager **and (6)** the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Said Project.
4. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall **(1)** pay the _____ Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Owner/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof **and (2)** have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Owner/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Owner/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that **(1)** the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Owner/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Allottee to Pay Interest for Delay and/or Default:** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Owner/the Facility Manager/the Association (upon formation), within 7 (Seven) days of

presentation thereof, failing which the Allottee shall pay interest @ 2% (___Two ___Percent___) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Owner/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Real Estate Project.

7. **Owner's Charge/Lien:** The Owner shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Owner **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Owner shall stand extinguished on the financial institution clearing all dues of the Owner.
8. **No Obstruction by Allottee to Further Construction:** Subject to compliance with Section 14 of the Act, the Owner shall be entitled to make other constructions on the Said Complex and/or Said Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Owner and/or employees and/or agents and/or contractors of the Owner shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Allottee:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Owner shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. **Variable Share In Common Areas:** The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Real Estate Project (2) if the area of the Said Block/ Real Estate Project is recomputed by the Owner, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owner, in its absolute discretion.

11. **Allottee to Participate in Formation of Association and Apex Body:** The Allottee admits and accepts that the Allottee and other intending allottees/Owner of Apartments/apartments/other developments comprised in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all Apartment/building/s in the for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each Apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.
12. **Obligations of Allottee:** The Allottee shall:
- a. **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Real Estate Project, the Said Project and the Said Complex by the Owner/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
 - b. **Observing Rules:** observe the rules framed from time to time by the Owner/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Real Estate Project, and the Said Complex.
 - c. **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately from the possession date.
 - d. **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Owner or to the other Apartment Owner. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Property, and outside walls of the Said Block **save** in the manner indicated by the Owner/the Facility Manager/the Association (upon formation). The Owner shall endeavour to provide T.V.

cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

- e. **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Owner shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- f. **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Owner /the Association (upon formation) (as the case may be) as estimated by the Owner /the Association (upon formation) for restoring it to its original state.
- g. **No Structural Alteration and Prohibited Installations:** The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Block/Said Apartment and/or on any external part of the Said Block and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Owner. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Owner, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Apartment/Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. Save and except as permitted by the Owner/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block. Further, the Allottee shall not make any additional construction to cover the balcony of the Said Apartment. Furthermore and save and except as permitted by the Owner/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing,

the Allottee shall not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block. Further, the Allottee shall not make any additional construction to cover the balcony of the Said Apartment.

- h. **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- i. **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- j. **Trade Mark Restriction:** not to use the name/mark ____ in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Owner and shall further be liable for prosecution for use of the mark _____.
- k. **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas 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 Project/Said Block and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- l. **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- m. **No Obstruction to Owner/Facility Manager/Association/ Apex Body:** not obstruct the Owner/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Owner in constructing on other portions of the Said Block and/or the Said Complex/ /Said Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Said Property (excepting the Said Apartment).
- n. **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment.
- o. **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Owner/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

- p. **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
- q. **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, or the Common Areas.
- r. **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment.
- s. **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment /Said Block /Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
- t. **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- u. **No Installing Generator:** not install or keep or run any generator in the Said Apartment and.
- v. **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- w. **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- x. **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

y. **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Apartment.

z. **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.

12.1 **Notification Regarding Letting/Transfer:** If the Allottee lets out or sells the Said Apartment And Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances, the Allottee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottee after payment of all outstanding Common Expenses/Maintenance Charges, if any.

12.2 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottee has accepted the scheme of the Owner to construct/develop the Said Complex and to construct on other portions of the Said Property and hence the Allottee has no objection to the continuance of construction in the other portions of the Said Property/ the proposed adjoining land/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.

12.3 **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Said Property/the proposed adjoining land/the Said Complex and the Allottee shall not raise any dispute or make any claim with regard to the Owner either constructing or not constructing on the said other portions of the Said Property/the proposed adjoining land/the Said Complex.

12.4 **Hoardings:** The Owner shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Owner is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Owner may in its sole discretion deem fit on the Said Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Owner shall also be entitled to place, select, and decide hoarding/board sites. **All electricity charges on account of the aforesaid**

installation of the Owner's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottees, proportionately.

13. **Said Club:**

13.1 The Owner has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all allottees of the Real Estate Project. It is clarified that the decision of the Owner as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottee.

13.2 **Membership Obligation of Allottee:** Membership of the Said Club being compulsory for all allottees of the Real Estate Project, the Allottee (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Agreement is more than 1 (one), as be nominated *inter se* among the allottee/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottee understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottee) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Allottee of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Agreement.

13.3 **Membership Scheme of Said Club:** The Allottee understands and accepts that (1) membership of the Said Club shall be open only to the allottees of the Real Estate Project/Said Complex (2) each Apartment/apartment is entitled to 1 (one) membership, irrespective of the number of Owner of such Apartment (3) the membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an Allottee lets out his/her Apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee.

- 13.4 **Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottee understands and accepts that the Owner shall have the sole rights and discretions in planning the details and facilities of the Said Club (including the absolute right to modify/alter the present sanction plans pertaining to the Said Club) and the same may also be varied at the sole discretion of the Owner.
- 13.5 **Commencement of Operation of Said Club:** The Owner reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex is completed and made ready. The Allottee understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottee shall not raise any claim or objection in this regard.
- 13.6 **Club Manager:** The Allottee understands and accepts that the Said Club (at the sole discretion of the Owner) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Owner, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottee further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Owner and the allottees of the Said Complex shall have no right to replace the Club Manager.
- 13.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Allottee understands and accepts that (1) the Allottee does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottee may have to pay separate amounts towards membership fee (2) the Allottee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Owner and this shall be in addition to the Common Expenses/Maintenance Charges.
- 13.8 **User Charge:** The Allottee understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.
14. **Nomination:** The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Owner) as nomination charge to the Owner **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

- (a) The Allottee shall make payment of all dues of the Owner in terms of this Agreement, up to the time of nomination.
- (b) The Allottee shall obtain prior written permission of the Owner and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owner and the Owner.
- (c) The Allottee shall pay an additional legal fee of Rs.____/- (Rupees _____) to the Owner's legal advisors towards the tripartite Nomination Agreement.
- (d) Subject to the approval and acceptance of the Owner **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE 'G'
(Common Expenses/Maintenance Charges)

Maintenance Charges: Allottee/s shall be liable to pay Rs. 2/- (Rupees two)/square feet X 12 (twelve) months = 24/- (Rupees twenty four only) per square feet /year, as Maintenance Charges.	
Sinking Fund: An interest free deposit as security for defraying major repairing works at the Building, a sum of Rs. 1/- (Rupees one)/square feet X 12 (twelve) months =12/- (Rupees twelve only) per square feet/year, which shall be handed over to the association, upon formation, after meeting all expenses (if any).	
Taxes: Taxes shall be paid by the Allottee/s @ Rs. 15,000/- (Rupees fifteen thousand only) per unit.	

~~**Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.~~

- ~~1. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.~~
- ~~2. **Association:** Establishment and all other capital and operational expenses of the Association of Allottee.~~
- ~~3. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.~~

- ~~4. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, re decorating, re building, re constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any Apartment) walls of the Said Block] and the road network, STP etc.~~
- ~~5. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, 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 Areas and the road network.~~
- ~~6. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex **save** those separately assessed on the Allottee.~~
- ~~7. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.~~
- ~~8. **Fire Fighting:** Costs of operating and maintaining the fire fighting equipments and personnel, if any.~~

16. Execution and Delivery

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

[Owner]

[Allottee]

Drafted by:
Anirban Sarkar
F/
Advocate at High Court, Calcutta

Witnesses:

Signature_____	Signature_____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____

Receipt of Consideration

Received from the within named Allottee the within mentioned sum of **Rs.**_____-/- (Rupees: _____) towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in **Schedule B** above.

[Owner]

Witnesses:

Signature_____

Name _____

Signature_____

Name _____