

CONVEYANCE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Calcutta Reality Private Limited** formerly known as **Calcutta Reality Limited**, which was originally incorporated on 24/06/36 under previous company law as **The Calcutta Electrical Manufacturing Co. Ltd.**, a limited company, incorporated under the Companies Act, 2013, having its registered office at 6/2,Queens Park, Post Office Ballygunge, Police Station Ballygunge, Kolkata – 700019.

- 3.2 **Biswajit Kumar Biswas**, son of Anil Kumar Biswas, by faith Hindu, by occupation Medical Practitioner, resident of 309, Canal Street, Police Station and Post Office Lake town, Kolkata – 700048. [PAN ADEPB3691B].
- 3.3 **Skyscraper Griha Niwas Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAQCS9843Q] represented by its directors namely, (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk. Nasir**, son of Late Sheikh Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
- 3.4 **Skyscraper Manor Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAQCS9848F] represented by its directors namely, (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG6508N] and (2) **Sk. Nasir**, son of Late Sheikh Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN1335N].
- 3.5 **Skyscraper Real Estate Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAQCS9845J] represented by its directors namely, (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk. Nasir**, son of Late Sheikh Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
- 3.6 **Skyscraper Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAQCS9842R] represented by its directors namely, (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk. Nasir**, son of Late Sheikh Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
(collectively **Owners**, includes successor-in-interest and assigns)

And

- 3.7 **Signature Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Teghoria Main Road, Police Station Baguiati, Kolkata-700157 (PAN AAPCS1007F),

represented by its directors, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

(**Developer**, includes successors-in-interest)

And

3.8 _____, son/wife/daughter of _____,
Occupation - _____, residing at
_____, Post Office - _____, Police
Station - _____, Pin - _____, District - _____, State
- _____. [PAN - _____]
(**Buyer**, includes successors-in-interest)

Owners and Developer collectively **Sellers**

Sellers and Buyer collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1.1 **Said Flat:** Residential Flat No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet, in the Block ____ (**Said Block**), described in **Part-I** of the **6th Schedule** below (**Said Flat**), in the complex named "**The Indiana**" (**Said Complex**), at Kalikapur, Post Office Kashinathpur, Police Station Rajarhat, District North 24 Parganas, Kolkata 700135, within the limits of Patharghata *Gram Panchayat*, morefully described in **Part-I** of the **1st Schedule** below (**Said Premises**).

4.2 **Parking Space:** ____ (_____) Open/Covered Garage includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex, described in **Part II** of the **6th Schedule** below (**Parking Space**).

4.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises 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 and Parking Space bears to the total carpet area of the Said Block.

- 4.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 2nd **Schedule** below (collectively **Common Portions**). 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 carpet area of the Said Block.
- 4.5 **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 Buyers hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*
- 4.6 The Said Flat, the Land Share, the Parking Space (if any), 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 **Ownership of The Calcutta Electrical Manufacturing Co. Ltd.:** By a Deed of Conveyance dated 20th April, 2007, registered in the Office of the District Sub-Registrar - II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 4, at Pages 10016 to 10038, being Deed No. 03272 for the year 2007, Kailash Mondal, Palash Mondal and Sujit Mondal, sold conveyed and transferred the land measuring 63 (sixty three) decimal, equivalent to 38 (thirty eight) *cottah* 1 (one) *chittack* and 38 (thirty eight) square feet, more or less, out of 94 (ninety four) decimal, comprised in R.S./L.R. *Dag* No. 917, recorded in L.R. *Khatian* No. 252, *Mouza* Kalikapur, J.L No. 40, Police Station Rajarhat, Addl. Sub-Registration Office Bidhannagar (Salt Lake City), within Patharghata Gram *Panchayat* (**PGP**), District North 24 Parganas, to The Calcutta Electrical Manufacturing Co. Ltd. (Owner No. 3.1 herein) for the consideration mentioned therein. (**Purchased of First Part of Property**).
- 5.2 **Ownership of The Calcutta Electrical Manufacturing Co. Ltd.:** By a Deed of Conveyance dated 28th May, 2007, registered in the Office of the District Sub-Registrar - II, North 24 Parganas, Barasat, in Book No. I, CD Volume No. 6, at Pages 4473 to 4494, being Deed No. 04101 for the year 2007, Minti Bhattacharjee, Mithun Bhattacharjee and Piu Bhattachajee, sold conveyed and transferred the land measuring 3.75 (three point seven five) decimal, equivalent to 2 (two) *cottah* 4 (four) *chittack* and 14 (fourteen) square feet, more or less, out of 24 (twenty four) decimal,

comprised in R.S./L.R. *Dag* No. 918, recorded in L.R. *Khatian* No. 424, *Mouza* Kalikapur, J.L No. 40, Police Station New town (formerly Rajarhat), Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas, being the First Property to The Calcutta Electrical Manufacturing Co. Ltd. (Owner No. 3.1 herein) for the consideration mentioned therein. (**Purchased of First Part of Second Property**).

- 5.3 **Mutation:** The Calcutta Electrical Manufacturing Co. Ltd. mutated its name in the records of Land Revenue Settlement in respect of its the First Part of Property and the First Part of Second Property, vide L.R. *Khatian* No. 1272 and has been paying the *khazna* regularly.
- 5.4 **Change of Name:** The Calcutta Electrical Manufacturing Company Limited duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 for change of name and the approval of the same was signified in writing by the Central Government as per the provisions of Section 21 of the Companies Act, 1956 read together with the Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R. 507 (E) dated 24/06/1985 vide SRN A64170012 dated 30th June 2009 and subsequently The Calcutta Electrical Manufacturing Company Limited was renamed to Calcutta Reality Limited and a fresh Certificate of Incorporation was issued by the Registrar of Companies, West Bengal.
- 5.5 **Conversion of Calcutta Reality Limited:** Calcutta Reality Limited made an application as per the provisions of Section 18 of the Companies Act, 2013 to convert the nature of the company from a public limited company to a private limited company and the approval for the same was signified in writing by the Central Government vide SRN C81956690 dated 21/03/2016 and the name of the company was changed to Calcutta Reality Private Limited and a fresh Certificate of Incorporation consequent upon conversion from public company to private company was issued by the Government of India, Ministry of Corporate Affairs, Kolkata.
- 5.6 **Correction of Record of Rights:** Calcutta Reality Private Limited also got the L.R. records modified and corrected with respect to the First Property and the First Part of Second Property, after the change of name.
- 5.7 **Ownership of Biswajit Kumar Biswas:** By a Deed of Conveyance dated 4th September, 2008, registered in the Office of the Additional District Sub-Registrar Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 10, at Pages 21871 to 21892, being Deed No. 11326 for the year 2008, Jalaluddin Molla, Ajaruddin Molla, Moniruddin Molla, Salauddin Molla, jointly sold conveyed and transferred land measuring 19 (nineteen) decimal, out of 24 (twenty four) decimal, comprised in R.S./L.R. *Dag* No. 918, recorded in L.R. *Khatian* Nos. 1268, 994, 993, 992, *Mouza* Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar

Office Rajarhat [formally Bidhannagar (Salt Lake City)], within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas to Biswajit Kumar Biswas for the consideration mentioned therein. (**Second Part of Second Property**).

- 5.8 **Mutation:** Biswajit Kumar Biswas, mutated his name in the records of Land Revenue Settlement in respect of Second Part of Second Property, vide L.R. *Khatian* No. 1446 and pay the *khazna* regularly.
- 5.9 **Ownership of Oscar Business Private Limited:** By a Deed of Conveyance dated 20th April, 2007, registered in the Office of the District Sub-Registrar – II, Barasat, in Book No. I, CD Volume No. 4, at Pages 9993 to 10015, being Deed No. 03271 for the year 2007, Kailash Mondal, Palash Mondal and Sujit Mondal sold conveyed and transferred land measuring 31 (thirty one) decimal out of total 94 (ninety four) decimal, comprised in R.S./L.R. Dag No. 917, recorded in L.R. *Khatian* No. 252, Mouza Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas, to Oscar Business Private Limited, for the consideration mentioned therein.
- 5.10 **Mutation:** Oscar Business Private Limited, mutated its name in the records of Land Revenue Settlement in respect of Second Part of First Property, vide L.R. *Khatian* No. 1271 and pay the *khazna* regularly. (**Second Part of First Property**)
- 5.11 **Ownership of Dwarkapati Realtors Private Limited:** By a Deed of Conveyance dated 26th May, 2014 registered in the Office of the Additional District Sub-Registrar Rajarhat, in Book No. I, CD Volume No. 9 at Pages 11998 to 12013, being Deed No. 05969 for the year 2014, Oscar Business Private Limited sold conveyed and transferred demarcated land measuring 10 (ten) decimal out of Second Part of First Property, to Dwarkapati Realtors Private Limited, for the consideration mentioned therein.
- 5.12 **Mutation:** Dwarkapati Realtors Private Limited, mutated its name in the records of Land Revenue Settlement in respect of its purchased Property, vide L.R. *Khatian* No. 2815 and pay the *khazna* regularly.
- 5.13 **Ownership of Skyscraper Griha Niwas Private Limited:** By a Deed of Conveyance dated 21st February, 2018, registered in the Office of the Additional District Sub-Registrar Rajarhat, Newtown, in Book No. I, Volume No. 1523-2018, at Pages 81032 to 81052, being Deed No. 152302066 for the year 2018, Dwarkapati Realtors Private Limited sold conveyed and transferred demarcated land measuring 10 (ten) decimal, comprised in R.S./L.R. Dag No. 917, recorded in L.R. *Khatian* No. 2815, Mouza Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram *Panchayat*

(PGP), District North 24 Parganas to Skyscraper Griha Niwas Private Limited, for the consideration mentioned therein.

- 5.14 **Mutation:** Skyscraper Griha Niwas Private Limited, mutated its name in the records of Land Revenue Settlement in respect of its purchased Property, vide L.R. Khatian No. 3251 and pay the khazna regularly. (**1st Portion of Second Part of First Property**)
- 5.15 **Ownership of Indivar Citydevelopers Private Limited:** By a Deed of Conveyance dated 26th May, 2014 registered in the Office of the Additional District Sub-Registrar Rajarhat, in Book No. I, CD Volume No. 9, at Pages 11982 to 11997, being Deed No. 05974 for the year 2014, Oscar Business Private Limited sold conveyed and transferred demarcated land measuring 10 (ten) decimal, out of total 94 (ninety four) decimal, comprised in R.S./L.R. Dag No. 917, recorded in L.R. Khatian No. 1271, Mouza Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Indivar Citydevelopers Private Limited, for the consideration mentioned therein
- 5.16 **Mutation:** Indivar Citydevelopers Private Limited, mutated its name in the records of Land Revenue Settlement in respect of its purchased Property, vide L.R. Khatian No. 2817 and pay the khazna regularly.
- 5.17 **Ownership of Skyscraper Manor Private Limited:** By a Deed of Conveyance dated 21st February, 2018, registered in the Office of the Additional District Sub-Registrar Rajarhat, in Book No. I, Volume No. 1523-2018, at Pages 81010 to 81031, being Deed No. 152302063 for the year 2018, Indivar Citydevelopers Private Limited sold conveyed and transferred demarcated land measuring 10 (ten) decimal, comprised in R.S./L.R. Dag No. 917, recorded in L.R. Khatian No. 2817, Mouza Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Skyscraper Manor Private Limited, for the consideration mentioned therein
- 5.18 **Mutation:** Skyscraper Manor Private Limited, mutated its name in the records of Land Revenue Settlement in respect of its purchased Property, vide L.R. Khatian No. 3250 and pay the khazna regularly. (**2nd Portion of Second Part of First Property**)
- 5.19 **Ownership of Padmesh Heights Private Limited:** By a Deed of Conveyance dated 26th May, 2014, registered in the Office of the Additional District Sub-Registrar Rajarhat, Newtown, in Book No. I, CD Volume No. 9, at Pages 12014 to 12029, being Deed No. 05967 for the year 2014, Oscar Business Private Limited sold conveyed and transferred demarcated land measuring 10 (ten) decimal, out of total 94 (ninety four) decimal, comprised in R.S./L.R. Dag No. 917, recorded in L.R. Khatian No. 1271,

Mouza Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Padmesh Heights Private Limited, for the consideration mentioned therein.

- 5.20 **Mutation:** Padmesh Heights Private Limited, mutated its name in the records of Land Revenue Settlement in respect of its purchased Property, vide L.R. Khatian No. 2818 and pay the khazna regularly.
- 5.21 **Ownership of Skyscraper Real Estate Private Limited:** By a Deed of Conveyance dated 21st February, 2018 registered in the Office of the Additional District Sub-Registrar Rajarhat, Newtown, in Book No. I, Volume No. 1523-2018, at Pages 80988 to 81009, being Deed No. 152302064 for the year 2018, Padmesh Heights Private Limited sold conveyed and transferred demarcated land measuring 10 (ten) decimal, comprised in R.S./L.R. Dag No. 917, recorded in L.R. Khatian No. 2818, Mouza Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Skyscraper Real Estate Private Limited, for the consideration mentioned therein.
- 5.22 **Mutation:** Skyscraper Real Estate Private Limited, mutated its name in the records of Land Revenue Settlement in respect of its purchased Property, vide L.R. Khatian No. 3253 and pay the khazna regularly. (3rd Portion of Second Part of First Property)
- 5.23 **Ownership of Pushti Builders Private Limited:** By a Deed of Conveyance dated 26th May 2014 registered in the Office of the Additional District Sub-Registrar Rajarhat, Newtown, in Book No. I, CD Volume No. 9, at Pages 12959 to 12975, being Deed No. 05970 for the year 2014, Oscar Business Private Limited sold conveyed and transferred demarcated land measuring 1 (one) decimal, out of total 94 (ninety four) decimal, comprised in R.S./L.R. Dag No. 917, and land measuring 1.85 (one point eight five) decimal, out of total 24 (twenty four) decimal, comprised in R.S./L.R. Dag No. 918, both are recorded in L.R. Khatian No. 1271, Mouza Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Pushti Builders Private Limited, for the consideration mentioned therein
- 5.24 **Mutation:** Pushti Builders Private Limited, mutated its name in the records of Land Revenue Settlement in respect of its purchased Property, vide L.R. Khatian No. 2816 and pay the khazna regularly.
- 5.25 **Ownership of Skyscraper Vanijya Private Limited:** By a Deed of Conveyance dated 21st February, 2018 registered in the Office of the Additional District Sub-Registrar Rajarhat, Newtown, in Book No. I, Volume No. 1523-2018, at Pages 81093 to 81115, being Deed No.

152302065 for the year 2018, Pushti Builders Private Limited sold conveyed and transferred demarcated land measuring 1 (one) decimal, out of total 94 (ninety four) decimal, comprised in R.S./L.R. Dag No. 917, and land measuring 1.85 (one point eight five) decimal, out of total 24 (twenty four) decimal, comprised in R.S./L.R. Dag No. 918, both are recorded in L.R. Khatian No. 1271, Mouza Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Skyscraper Vanijya Private Limited, for the consideration mentioned therein.

- 5.26 **Mutation:** Skyscraper Vanijya Private Limited, mutated its name in the records of Land Revenue Settlement in respect of its purchased Property, vide L.R. Khatian No. 3252 and pay the khazna regularly. (**4th Portion of Second Part of First Property**)
- 5.27 **Title of the Owners:** In the abovementioned circumstances, the Owners have acquired joint right, title and interest of the **Said Premises**, free from all encumbrances.
- 5.28 **Development Agreements:** With the intention of developing and commercially exploiting their respective land by constructing new building thereon and selling the Flats and other covered and open spaces therein (**Flats**), the Owners have appointed Signature Vanijya Private Limited, who is also a well-known developer, to develop their respective land and have subsequently entered into 6 (six) agreements, the details of those agreements are given below (collectively **Development Agreements**).

| Sl No. | Name of the Owners | Date | Registration Office | Book No. | CD Volume No. | Deed No. |
|--------|--|------------|---------------------|----------|---------------|-------------------|
| 1. | Calcutta Reality Pvt. Ltd. | 16.01.2017 | ADSR, Rajarhat | I | 1523-2017 | 152300270 of 2017 |
| 2. | Biswajit Kumar Biswas | 31.03.2017 | ADSR, Rajarhat | I | 1523-2017 | 152302668 of 2017 |
| 3. | Skyscraper Vanijya Private Limited | 05.10.2018 | ADSR, Rajarhat | I | 1523-2018 | 152311471 of 2018 |
| 4. | Skyscraper Griha Niwas Private Limited | 05.10.2018 | ADSR, Rajarhat | I | 1523-2018 | 152311467 of 2018 |
| 5. | Skyscraper Real Estate Private Limited | 05.10.2018 | ADSR, Rajarhat | I | 1523-2018 | 152311468 of 2018 |

| | | | | | | |
|----|----------------------------------|------------|----------------|---|-----------|-------------------|
| 6. | Skyscraper Manor Private Limited | 05.10.2018 | ADSR, Rajarhat | I | 1523-2018 | 152311469 of 2018 |
|----|----------------------------------|------------|----------------|---|-----------|-------------------|

5.29 **Power of Attorney:** By 6 (six) nos. registered Power of Attorney Owners have appointed Shishir Gupta and Sk. Nasir as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Block/Said Complex and to execute this Conveyance on their behalf, the details of those Power of Attorneys are given below:

| Sl No. | Name of the Owners | Date | Registration Office | Book No. | CD Volume No. | Deed No. |
|--------|--|------------|---------------------|----------|---------------|-------------------|
| 1. | Calcutta Reality Pvt. Ltd. | 16.01.2017 | ADSR, Rajarhat | I | 1523-2017 | 152300277 of 2017 |
| 2. | Biswajit Kumar Biswas | 31.03.2017 | ADSR, Rajarhat | I | 1523-2017 | 152302674 of 2017 |
| 3. | Skyscraper Vanijya Private Limited | 09.10.2018 | ADSR, Rajarhat | I | 1523-2018 | 152311560 of 2018 |
| 4. | Skyscraper Griha Niwas Private Limited | 09.10.2018 | ADSR, Rajarhat | I | 1523-2018 | 152311561 of 2018 |
| 5. | Skyscraper Real Estate Private Limited | 09.10.2018 | ADSR, Rajarhat | I | 1523-2018 | 152311562 of 2018 |
| 6. | Skyscraper Manor Private Limited | 09.10.2018 | ADSR, Rajarhat | I | 1523-2018 | 152311559 of 2018 |

5.30 **Sanctioned Plans:** Pursuant to the Development Agreements, for construction of the Said Complex, the Developer has got the approval of building plans by the Executive Officer, North 24 Parganas, Zilla Parishad, vide memo nos. 1258/ (N) Z.P. dated 09/10/2018 for construction of the Said Complex (**Sanctioned Plans**, which includes all sanctioned/permissible vertical /horizontal extensions and modifications made thereto, if any, from time to time).

5.31 **Allocation:** By mutual consent, certain Flats in the Said Complex have been allocated to the Owners (collectively **Owners' Allocation**) and certain other Flats in the Said Complex have been allocated to the Developer (collectively **Developer's Allocation**). In terms of the Development Agreements, the Developer have agreed to (1) partly buy the area out of

the Owners' Allocation for the consideration mentioned therein and (2) allocate the balance area in the Said Complex to the respective Owners out of Owners' Allocation by providing Flats in the Said Complex. It is to be further clarified here that the Developer has separate agreement whereby the Owners had permitted the Developer to sell certain portion from the Owners' Allocation (collectively **Additional Developer's Allocation**).

- 5.32 **Said Scheme:** For selling the Flats comprised in the Developer's Allocation and in the Additional Developer's Allocation, the Developer has adopted a scheme (**Said Scheme**). The Said Scheme is based on the legal premises that (1) the land contained in the Said Property is owned by the Owners and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owners is in consideration of the Developer bearing all costs for the construction of the Owners' Allocation except the Additional Developer's Allocation and paying all other consideration to the Owners, (3) consequently, prospective purchaser (**Intending Buyer**) is nominee of the Developer and would have to pay all consideration for the Land Shares to the Developer and not the Owners, (4) the Flats comprised in the Developer's Allocation belong to the Developer as they have been constructed by the Developer at the Developer's own cost and hence they shall be transferred by the Developer, (5) to give perfect title to the Intending Buyer, the Owners and the Developer should jointly enter into agreement with the Intending Buyer where under the Owners (accepting the Intending Buyer to be nominee of the Developer) would agree to sell Land Shares to the Intending Buyer and the Developer would agree to sell Flats comprised in the Developer's Allocation to the Intending Buyer and (6) the consolidated consideration payable by the Intending Buyer (for the Flats and the Land Shares) should be received entirely by the Developer.
- 5.33 **Commencement of Construction:** The Developer commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.
- 5.34 **Application and Allotment to Buyers:** The Buyers, upon full satisfaction of the Sellers' title, applied for allotment of the Said Flat And Appurtenances, described in **Part III** of the **6th** Schedule below, which is comprised in the Developer's Allocation, and the Sellers allotted the same to the Buyers, 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.
- 5.35 **Construction of Said Building:** The Developer has completed construction of the Said Complex in the Said Premises.
- 5.36 **Conveyance to Buyers:** In furtherance of the above, the Sellers are completing the sale of the Said Flat And Appurtenances in favour of the Buyers, by these presents, on the terms and conditions contained herein.

- 5.37 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyers confirm that the Buyers have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.37.1 **Understanding of Scheme by Buyers:** The undertaking and covenant of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development of the Sellers:
- (a) **Development of Said Premises:** The Sellers intend to develop the entirety of the Said Premises in due course and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - (b) **Extent of Ownership:** The ownership rights of the Buyers are limited to the Said Flat, the Parking Space, the Land Share and the Common Portions and the Buyers hereby accept 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 Premises and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.
- 5.37.2 **Satisfaction of Buyers:** The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, 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 Buyers and the negative covenants mentioned above and elsewhere in this Conveyance and the Buyers hereby accept the same and shall not raise any objection with regard thereto.
- 5.37.3 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyers to the Sellers that the right, title and interest of the Buyers are confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Premises and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.
- 5.37.4 **Extension/Addition:** The undertaking of the Buyers to the Sellers that notwithstanding anything contained in this Conveyance, the Buyers have 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 Plans, 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 Buyers or other owners. It is clearly understood by the Buyers that the Buyers shall not have any right to erect any wall/boundary wall in the Said Complex.

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

6. Transfer

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

6.1.1 **Said Flat:** Residential Flat No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet, in the Block ____ (**Said Block**), described in **Part-I** of the **6th** Schedule below (**Said Flat**), in the complex named "**The Indiana**" (Said Complex), at Kalikapur, Post Office Kashinathpur, Police Station Rajarhat, District North 24 Parganas, Kolkata 700135, within the limits of Patharghata *Gram Panchayat*, morefully described in **Part-I** of the 1st Schedule below (**Said Premises**).

6.1.2 **Parking Space:** ___ (_____) Open/Covered Garage includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex, described in **Part II** of the **6th** Schedule below (**Parking Space**).

6.1.3 **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 and Parking Space bears to the total carpet area of the Said Block.

6.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and

facilities of the Said Block as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part I of the **3rd 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 carpet area of the Said Block.

6.1.5 **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 **Part II** of the **3rd 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 Buyers hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.*

6.1.6 The Said Flat, the Land Share, the Parking Space (if any), the Share In Common Portions and the Easement Rights over Complex Common Portions collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

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 _____) only (**Total Consideration**), paid by the Buyers to the Sellers, receipt of which the Sellers hereby and by the Receipt And Memo of Consideration below, admit and acknowledge.

8. **Terms of Transfer**

8.1 **Conditions Precedent**

8.1.1 **Title, Plan and Construction:** The Buyers have examined or caused to be examined the following and the Buyers are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right title and interest of the Sellers in respect of the Said Premises, the Said Complex and the Said Flat And Appurtenances;
- (b) The Plans sanctioned by the Executive Officer, Rajarhat Panchayat Samity and Zilla Parishad, North 24 Parganas;
- (c) The construction and completion of the Said Complex, the Common Portions and the Said Flat including the quality, specifications,

amenities-facilities, materials, workmanship and structural stability thereof.

- 8.1.2 **Measurement:** The Buyers have measured the area of the Said Flat and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.2 **Salient Terms:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is:
- 8.2.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.2.2 **Absolute:** absolute, irreversible and for ever.
- 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, liens, charges mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.2.4 **Benefit of Common Portions:** Together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the 2nd Schedule below, in common with the other co-owners of the Said Complex and the Sellers.
- 8.2.5 **Other Rights:** Together with all other rights appurtenant to the Said Flat And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to:
- 8.3.1 **Payment of Extras:** The Buyers regularly and punctually paying the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (Association) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.
- 8.3.2 **Payment of Common Expenses/Maintenance Charges:** The Buyers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/ Maintenance Charges**), indicative list of which is given in the 3rd Schedule below.
- 8.3.3 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations

(collectively **Easements And Quasi-easements**), described in the 4th Schedule below.

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

8.3.5 **Indemnification by Buyers:** Indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers hereunder. The Buyers agree to keep indemnified the Sellers and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Sellers and/or their successors-in-interest by reason of any default of the Buyers.

9. Possession

9.1 **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable, habitable and physical possession of the Said Flat And Appurtenances has been handed over by the Sellers to the Buyers, which the Buyers admit, acknowledge and accept.

10. Outgoings

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

11. Holding Possession

11.1 **Buyers Entitled:** The Sellers hereby covenant that the Buyers shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Sellers or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Sellers.

12. Further Acts

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

13. Further Construction

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

14. General

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

15. Interpretation

15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

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

**1st Schedule
(Said Premises)**

(1) Land measuring 94 (ninety four) decimal, more or less, comprised in R.S./L.R. *Dag* No. 917, recorded in L.R. *Khatian* Nos. 1272, 3250, 3251, 3252 and 3253, *Mouza* Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas (**First Property**) **And** (2) land measuring 24 (twenty four) decimal, more or less, comprised in R.S./L.R. *Dag* No. 918, recorded in L.R. *Khatian* Nos. 1272, 1446 and 3252, *Mouza* Kalikapur, J.L No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas (**Second Property**). The First Property and the Second Property **totaling to** land measuring 118 (one hundred eighteen) decimal, equivalent to 71 (seventy one) *cottah* 06 (six) *chittack* and 11 (eleven) square feet more or less and butted and bounded as follows:

- On The North** : By Others' land (R.S./L.R. *Dag* Nos. 916, 902).
On The East : By R.S./L.R. *Dag* Nos. 902 & 30-0 feet wide
Panchayat Road.
On The South : By Others' land (R.S./L.R. *Dag* Nos. 917, 918,
919/2140).
On The West : By R.S./L.R. *Dag* Nos. 924, 925, 926, 927, 915.

**2nd Schedule
(Common Portions)**

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

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 Buyers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.
9. **Unsold Flats:** Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

4th Schedule
(Easements and Quasi-easements)

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

- 1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
- 2) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every

part of the Said Premises and the Said 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 Buyers elsewhere in this Conveyance, which shall also be and be deemed to be included in the Buyers' Covenant

1. **Buyers Aware of and Satisfied with Said Complex and Construction:** The Buyers admit and accept that the Buyers, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat And Appurtenances. The Buyers have examined and are acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyers shall neither have nor shall claim any right over any portion of the Said Complex and the Said Premises save and except the Said Flat And Appurtenances.
2. **Buyers to pay Taxes and Common Expenses/Maintenance Charges:** The Buyers admit and accept that the Buyers shall pay *Panchayat* and other taxes (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances), from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyers, on

the basis of the bills to be raised by the Sellers' appointed service provider Company or Body/Sellers/Association, such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers also admit and accept that the Buyers shall have mutation completed at the earliest. The Buyers further admit and accept that the Buyers shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Complex as indicated above, on the basis of the bills as raised by the Sellers' appointed service provider Company or Body/Sellers/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date Of Possession. The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Sellers' appointed service provider Company or Body/Sellers/Association. In the event of the Sellers being made liable for payment of any tax (excepting Income Tax), duly levy or any other liability under any statute or law for the time being in force or enforced in future if the Sellers are advised by their consultant that the Sellers are liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Sellers having agreed to perform the obligations, the Buyers shall be made liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Sellers saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. **Buyers to Pay Interest for Delay and/or Default:** The Buyers admit and accept that the Buyers shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Sellers' appointed service provider Company or Body/Sellers/Association, within 7 (seven) days of presentation thereof, failing which the Buyers shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Sellers' appointed service provider Company or Body/Sellers/Association, such interest running till such payment is made. The Buyers also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, the Sellers' appointed service provider Company or Body/Sellers/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyers.
4. **Sellers' Charge/Lien:** The Buyers admit and accept that the Sellers shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Buyers.
5. **No Obstruction by Buyers to Further Construction:** The Sellers are entitled to construct further floors on and above the top roof of the Said Complex and/or to make other constructions elsewhere in the Said Premises and the Buyers shall not obstruct or object to the same. The Buyers also admit and accept that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.
6. **No Rights of or Obstruction by Buyers:** The Buyers admit and accept that all open areas in the Said Complex including all open car parking spaces which are not required for ingress and egress from and to the Said Flat, do not form part of

the Common Portions in terms of this Agreement and the Sellers shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.

7. **Variable Nature of Share In Common Portions:** (1) the Buyers fully comprehend and accept that the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Complex (2) the Buyers fully comprehend and accept that if the area of the Said Complex is increased/recomputed by the Sellers or if the Sellers integrate/add (notionally or actually) adjacent lands and premises to the Said Premises and the Said Complex (which the Sellers shall have full right to do and which right is hereby unconditionally accepted by the Buyers), then the Share In Common Portions shall vary accordingly and proportionately (3) the Buyers shall not question any variation (including diminution) of the Share In Common Portions as decided by the Sellers (4) the Buyers shall not demand any refund of the Total Consideration paid by the Buyers on ground of or by reason of any variation of the Share In Common Portions and (5) the Buyers fully comprehend and accept that the Share In Common Portions is not divisible and partible. The Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Sellers.
8. **Buyers to Participate in Formation of Association:** The Buyers admit and accept that the Buyers and other Buyers of the flats shall form the Association and the Buyers shall become a member thereof. The Buyers shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Buyers, after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyers, for the respective purposes thereof.
9. **Use of Common Passage:** The Buyers admit and accept that use of common passage in the Said Premises/Said Complex is common for ingress and egress for persons & materials connected with the construction and maintenance and other flat owners of the Said Complex and any other adjacent property and/or projects of the Seller and the Buyers hereby declare and undertake not to raise any objection of any and every nature in this regard.
10. **Obligations of the Buyers:** With effect from the Date Of Possession, the Buyers shall:
 - 10.1 **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and/or the Said Premises by the Sellers' appointed service provider Company or Body/Sellers/Association.

- 10.2 **Observing Rules:** observe the rules framed from time to time by the Sellers' appointed service Provider Company or Body/Sellers/Association for the beneficial common enjoyment of the Said Complex and/or the Said Premises.
- 10.3 **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
- 10.4 **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Seller or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Complex. The Buyers shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Complex and/or the Said Premises.
- 10.5 **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances the Buyers shall use the Said Flat for commercial, industrial or any other purpose.
- 10.6 **No Alteration:** not alter, modify or in any manner change the elevation and exterior color scheme of the Said Complex and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Seller or the Association. In the event the Buyers make the said alterations/changes, the Buyers shall compensate the Seller/Association as estimated by the Seller/Association.
- 10.7 **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Complex which may affect or endanger the structural stability of the Said Complex and not subdivide the Said Flat in any manner whatsoever.
- 10.8 **No Sub-Division of flat/parking space/servant quarters:** Not to sub-divide the flat/parking space/servant quarter under any circumstances.
- 10.9 **No Changing Name:** not change/alter/modify the name of the Said Complex, which has been given by the Seller.
- 10.10 **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the Said Premises and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- 10.11 **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Complex and/or the Said Premises.

- 10.12 **No Obstruction to Seller/Association:** not obstruct the Seller/Association in their acts relating to the Common Portions and not to obstruct the Seller in constructing other portions of the Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).
- 10.13 **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- 10.14 **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Seller and/or the Association for the use of the Common Portions.
- 10.15 **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- 10.16 **No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.
- 10.17 **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions.
- 10.18 **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Complex or outside walls of the Said Flat **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a decent name plate outside the main door of the Said Flat.
- 10.19 **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and Parking Space (if any).
- 10.20 **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Complex **save** in the manner indicated by the Sellers/Association.
- 10.21 **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- 10.22 **No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Complex and/or the Said Premises.
- 10.23 **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
11. **No Objection to Construction of Said Complex:** Notwithstanding anything contained in this Agreement, the Buyers' covenant that the Buyers have accepted

the scheme of the Sellers to construct the Said Complex in phases and hence the Buyers have no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Flat And Appurtenances. The Buyers shall not raise any objection to any inconvenience that may be suffered by the Buyers due to and arising out of the construction activity in the Said Complex/Said Premises after delivery of possession of the Said Flat And Appurtenances.

- 12 **No Dispute for Not Construction of Other Areas:** The Buyers further covenant that the Buyers shall not have any right to raise any dispute or make any claim with regard to the Seller either constructing or not constructing any portions of the Said Complex other than the Said Flat And Appurtenances. The Buyers have interest only in and upon the Said Flat and the Common Portions as are comprised in the Said Complex. However, and only upon the Seller constructing the balance portions of the Said Complex, the Buyers shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Complex which may be constructed by the Sellers for common use and enjoyment of all the flat owners of the Said Complex.

6th Schedule
Part-I
(Said Flat)

Residential Flat No. _____, on the _____ floor, having carpet area measuring about _____ (_____) square feet, in the Block ____ (**Said Block**), in the complex named "**The Indiana**", at Kalikapur, Post Office Kashinathpur, Police Station Rajarhat, District North 24 Parganas, Kolkata 700135 to be constructed on a portion of the Said Premises described in **Part-I** of the **1st Schedule** above

Part-II
(Parking Space)

____(____) Open/Covered Garage includes the service area for the respective car parking, in the ground floor of the Said Complex and the Open parking in the ground level of the Said complex and the same (1) shall be allotted to the Buyer after completion of construction of the Said Complex and (2) can only be used for parking of a medium sized motor car of the Buyer, as the case may be, and not for any other purposes.

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

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

The Parking Space, being the car parking space/s described in **Part-II** of the **6th Schedule** above.

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

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

16. Execution and Delivery

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

As constituted attorney for Owners
[Owners]

(Ashiana Construction)
[Developer]

[Buyers]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Receipt And Memo of Consideration

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

| Mode | Date | Bank | Amount (Rs.) |
|-------------|-------------|-------------|---------------------|
|-------------|-------------|-------------|---------------------|

Total - Rs. _____/-

(Ashiana Construction)
[Developer]

Witnesses:

Signature_____

Signature_____

Name_____

Name_____