

1. **Date:** \_\_\_\_\_

2. **Nature of Document:** Conveyance.

3. **Parties:** Collectively the following and shall include their respective successors-in-interest and/or assigns.

1. **Vendor:** \_\_\_\_\_ **Limited, (PAN \_\_\_\_\_)**, a company governed under the provisions of Companies Act, 2013 and having its registered office at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_

Pin code \_\_\_\_\_ represented by its \_\_\_\_\_ Mr. \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_ residing at \_\_\_\_\_ of the **One Part**.

2. **Purchaser:** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, by occupation \_\_\_\_\_ residing at \_\_\_\_\_ of the **Other Part**

4. **Background:**

4.1 The terms used in this Indenture shall, unless they be contrary and/or repugnant to the context, mean and include the following. The terms/ expressions used but not defined in these presents shall have the meaning assigned to them by the Vendor.

- A. **COUNTRY HOMES** shall mean the several country homes lying constructed on the Country Home Plots comprised within the Country Home Complex.
- B. **COVENANTS, RULES AND REGULATIONS** shall mean and include the covenants, rules and regulations mentioned in the **FOURTH SCHEDULE** hereto.
- C. **EASEMENTS** shall mean and include the easements and rights mentioned in **PART-I** of the **THIRD SCHEDULE** hereto;
- D. **COUNTRY HOME COMPLEX** shall mean the complex, more fully described in the **FIRST SCHEDULE** hereto, developed by the Vendor, commonly known as “MERAKI”, on the Said Land, (shown in “GREEN” border on **Plan ‘A’** annexed hereto) comprising clusters of adjoining Country Home Plots and the Resort and includes (wherever the context permits) the Country Home Complex Common Portions and the Joint Common Portions.
- E. **COUNTRY HOME COMPLEX COMMON EXPENSES** shall mean the expenses on the Country Complex Common Portions and/or such other expenses as may be incurred exclusively for the Country Home Complex and/or for the Country Home Owners.
- F. **COUNTRY HOME COMPLEX COMMON PORTIONS** shall mean all roads, areas and installations of common utility for the Country Home Owners, in the Country Home Complex.

- G. **COUNTRY HOME OWNERS** shall mean persons who acquire, hold and/or own and/or agree to acquire, hold and/or own the Country Home Plots comprised in the Country Home Complex and shall include the Vendor for such other Country Home Plots as are not alienated and/or agreed to be alienated by the Vendor.
- H. **COUNTRY HOME PLOTS** shall mean the several demarcated plots of land comprised within the Country Home Complex.
- I. **JOINT COMMON EXPENSES** shall mean such common expenses as are incurred and/or to be incurred on the Joint Common Portions and/or matters of common concern between the Country Home Owners and the Resort.
- J. **JOINT COMMON PORTIONS** shall mean the roads, areas and installations of common utility for the common use and enjoyment of the Country Home Owners and the Resort.
- K. **JOINT MAINTENANCE COMPANY** shall mean a limited company or a LLP, formed and incorporated for the management and maintenance of the Joint Common Portions, and the Country Home Complex Common Portions and shall include its nominee(s) and/or nominated agency(ies).
- L. **PROPORTIONATE** with all its cognate variations shall mean such portion of the whole as be reasonably fixed by the Vendor, having due regard to the area of the Country Home Plots, the type of agricultural/horticultural activities therein and other relevant factors and the Vendor shall be entitled to fix different proportions for different components of the Joint Common Expenses and the Country Home Complex Common Expenses and/or other matters.
- M. **RESORT** shall mean the holiday resort, within the Country Home Complex, including the recreational and other facilities set up by the Vendor therein and delineated on the Map or Plan annexed hereto, marked "A" and bordered "**BROWN**" thereon.
- N. **RESORT OWNER** shall mean the Vendor and/or the nominee/agent/franchisee/partner who has set up the Resort.
- O. **RESTRICTIONS** shall mean the conditions of enjoyment of the Country Home Plots and/or the Joint Common Portions and/or the

Country Home Complex Common Portions and shall include those mentioned in **PART-II** of the **THIRD SCHEDULE** hereto.

- P. **SAID LAND** shall mean the land, on which the Country Home Complex is situated.
- Q. **SAID PROPERTY** shall mean one of the plot from out of the Country Home Plots as morefully described in the **SECOND SCHEDULE** hereto and delineated on the Map or Plan annexed hereto, marked "A" and bordered "**RED**" thereon, being a portion of the Country Home Complex being sold by the Vendor to the Purchaser under these presents.

**OR**

**SAID PROPERTY** shall mean one of the plot from out of the Country Home Plots and the farm house (including the outhouse, if any), being one of the Country Homes, constructed on the said plot and the said plot is delineated on the Map or Plan annexed hereto, marked "A" and bordered in colour "**RED**" thereon, being a portion of the Country Home Complex and the said farm house constructed on the said plot by the Vendor, in accordance with its Plans and sanctioned by appropriate authorities and as delineated on the Map or Plan annexed hereto, marked "B" and bordered in colour "**GREEN**" thereon as more fully described in the **SECOND SCHEDULE** hereto being sold by the Vendor to the Purchaser under these presents

- R. **SINGULAR** shall include the plural and vice versa;
  - S. **MASCULINE** gender shall include the feminine and neuter gender and vice versa;
2. By several registered deeds of conveyances (details of which are given in **Part-I** of the **FIFTH SCHEDULE** hereto), the Vendor purchased the Said Land, and became owner thereof.
  3. In the circumstances the Vendor has become well and sufficiently entitled to the Said Land and has since developed the Country Home Complex on the Said Land, after obtaining all permissions from appropriate authorities.

4. By its Provisional Allotment Letter (the “**Allotment Letter**”), the Vendor allotted to the Purchaser the Said Property for the consideration and on the terms and conditions as mentioned therein.
5. The Purchaser has since made all payments towards the consideration of the Said Property as mentioned in the Allotment Letter (receipt of which the Vendor hereby acknowledges) and vacant and peaceful possession of the Said Property has already been delivered by the Vendor to the Purchaser.
6. This Conveyance is now being executed to give effect to the transfer of the Said Property together with rights appurtenant thereto, by the Vendor, to the Purchaser, free from all encumbrances.

5. **Now this deed witnesses:**

1. **Sale:** The Vendor hereby sells and conveys to the Purchaser the Said Property together with the rights appurtenant thereto and together with the right to use, enjoy and receive the benefits and services of the common amenities and facilities of the Country Home Complex Common Portions in common with the Country Home Owners and also of the Joint Common Portions in common with the Country Home Owners and the Resort Owner, absolutely and forever, free from all encumbrances, which the Purchaser **shall have and hold** forever hereafter, at and for the consideration as mentioned in the **SIXTH SCHEDULE** hereto, the entirety of which has been paid by the Purchaser to the Vendor at or before the execution hereof, the receipt whereof the Vendor hereby admits and acknowledges, subject, however, to the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter.
  - 1.1. The Purchaser shall hold, possess and enjoy the Said Property strictly subject to the Easements mentioned in **PART-I** of the **THIRD SCHEDULE** hereto and the Restrictions mentioned in **PART-II** of the **THIRD SCHEDULE** hereto.
  - 1.2. The Purchaser shall regularly and punctually pay (and/or reimburse to the Vendor or the nominated agency of the Vendor, as the case may be) all outgoings, land revenue, Panchayat tax, other taxes levies and charges (both present and future) as may be necessary for owning the Said Property including for the proportionate share of the Joint Common Expenses, and the Country Home Complex Common Expenses, as may be decided by the Joint Maintenance Company from time to time and

the Purchaser shall not raise any objection and/or challenge the quantum and mode of payment thereof.

- 1.3. The purchaser shall, at all times, meet the Purchaser's obligations and abide by the covenants, rules and regulations as contained in the **FOURTH SCHEDULE** hereto.
2. **Possession:** Vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser at or before the execution hereof, which the Purchaser does hereby admit and acknowledge to the Purchaser's full satisfaction.
3. **Covenant of the Vendor:** The Vendor, in future, shall, at the request and cost of the Purchaser, execute such and all other deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the Said Property or more effectually transferring the Said Property to the Purchaser.
4. **Indemnity by the Vendor :** The Vendor shall indemnify and agree to keep the Purchaser saved, harmless and indemnified against all actions, proceedings, claims, demands, costs or expenses that the Purchaser may suffer or incur hereafter by virtue of any claim of any nature whatsoever, in respect of any liabilities attributable to the Vendor, and arising in connection with the Said Property or any part thereof, statutory or contractual, and the Vendor hereby further undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Purchaser.
5. **Indemnity by the Purchaser:** The Purchaser shall indemnify the Vendor and/or the Joint Maintenance Company, as the case may be, for any loss due to any act of negligence, by the Purchaser and/or its servants, employees or agents, in their user of the Country Home Complex Common Portions and/or the other areas and/or portions of the Country Home Complex other than the Said Property.
6. **Sale:** This deed of conveyance is a sale within the meaning of Section 54 of the Transfer of Property Act.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(The Country Home Complex)**

**ALL THAT** the \_\_\_\_\_ (\_\_\_\_\_) Bighas, more or less, of agricultural/horticultural land, comprised in several dags in Mouzas \_\_\_\_\_, Pargana \_\_\_\_\_, Police Station \_\_\_\_\_, Sub-Registry \_\_\_\_\_, District

\_\_\_\_\_, West Bengal, more fully described in the **FIFTH SCHEDULE** hereto and commonly known as "MERAKI", comprised of the Country Home Plots (with or without Country Homes) and the Resort and also the Country Home Complex Common Portions and the Joint Common Portions as delineated on the Map or Plan annexed hereto, marked "A" and bordered "GREEN" therein and butted and bounded as follows:

**ON THE NORTH :** By \_\_\_\_\_.

**ON THE EAST :** By \_\_\_\_\_.

**ON THE SOUTH:** By \_\_\_\_\_.

**ON THE WEST:** By \_\_\_\_\_.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Said Property)**

**ALL THAT** the piece or parcel of land measuring \_\_\_\_\_ decimal (\_\_\_\_\_ sft.), more or less, being plot no. \_\_\_\_\_ and being a divided and demarcated portion of the Country Home Complex described in the **FIRST SCHEDULE** hereinabove and delineated on the Map or Plan annexed hereto, marked 'A' and bordered 'RED' thereon, situated in Mouza \_\_\_\_\_, J.L. No. \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_ as per details given below.

LR Dag No.	LR Khatian No.	Area (decimals/sq ft)

**TOGETHER WITH**

**ALL THAT** the \_\_\_\_\_ storied main building, having a covered area of \_\_\_\_\_ Square Feet, more or less, delineated on the map or plan annexed hereto and marked "B" and bordered in colour "GREEN" thereon and also all that the \_\_\_\_\_ storied outhouse building, if any, having a covered area of \_\_\_\_\_ Square Feet, more or less, delineated on the map or plan annexed hereto and marked "B" and bordered in colour "BLUE" thereon comprised within the plot as described hereinabove **TOGETHER WITH** all the facilities therein **AND TOGETHER WITH** the right, in perpetuity, of ingress and egress through the Country Home Complex Common Portions and/or the Joint Common Portions and/or the Country Home Complex.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

**(Easements)**

The parties hereto shall allow to each other and/or to the Country Home Owners and also the Joint Maintenance Company, the following rights, easements, quasi-easements, privileges and/or appurtenances:

1. The right of common passage, user and movement in all the Joint Common Portions and the Country Home Complex Common Portions.
2. The right of passage of utilities, including connections for telephones, television, generator, electricity, water etc. through pipes, cables, etc., through each and every part of the Country Home Complex Common Portions and/or the Joint Common Portions.
3. Right of access to the Said Property and right of Common Passage on all roads with men, material and vehicles.
4. Right to receive the benefits of the Joint Common Portions and the Country Home Complex Common Portions.
5. Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Property.
6. The right, with or without workmen and necessary materials, to enter upon the Said Property for the purpose of repairing any of the Common Facilities or any appurtenances to any portion of the Country Home Complex 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 previous notice in writing to the Country Home Owners and/or the Vendor affected thereby.

**PART-II**

**(Restrictions)**

1. The Purchaser shall not make any excavation in the Said Property **SAVE** to the extent required for the beneficial enjoyment of the Said Property.
2. All alterations in the Said Property shall be subject to prior approval of and/or the rules prescribed by the Vendor and/or the Joint Maintenance Company.
3. The trees planted in the Said Property shall (subject, however, to the terms and conditions to be so mutually agreed upon by and between the Parties hereto) be maintained and regularly pruned by the Joint Maintenance Company and/or the



nominated agency of the Joint Maintenance Company, as the case may be, so that the branches thereof do not encroach on the adjoining Country Homes.

4. The Purchaser along with other Country Home Owners of the Country Home Plots shall be entitled to repair the boundary wall around the Said Property but shall not be entitled to raise the height thereof beyond 7 (seven) feet.
5. The Purchaser shall keep and maintain the Said Property in a proper and decent condition and shall not allow the same to be neglected or do anything therein as be illegal or immoral or be of nuisance or annoyance to the other Country Home Owners and/or the Resort Owner.
6. The Purchaser shall not obstruct or permit to be obstructed the roads, the Joint Common Portions, and/or Country Home Complex Common Portions by parking of vehicles, storage of materials or otherwise **SAVE** to the extent permitted by the Vendor to the Joint Maintenance Company, as the case may be, for brief periods and/or specified purposes.
7. The Purchaser shall observe the rules framed from time to time by the Joint Maintenance Company for the purpose of use and/or enjoyment of the Said Property.
8. The Purchaser shall pay and bear the Joint Common Expenses and the Country Home Complex Common Expenses and all levies and taxes in respect of the Country Home Complex proportionately and for the Said Property, wholly.
9. The Purchaser shall use the Said Property only for residential purposes and not as a hotel guest house or commercial establishment.
10. The Purchaser shall deposit all amounts reasonably required by the Joint Maintenance Company towards the Purchaser's liability for the Joint Common Expenses and the Country Home Complex Common Expenses.
11. The Purchaser shall pay for electricity and other utilities consumed in or relating to the Said Property.
12. The Purchaser shall not be entitled to divide, partition and/or otherwise deal with the Said Property so that the Said Property is used only as 1 (One) unit.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Covenants, Rules and Regulations)**

1. The Purchaser has inspected and has completely satisfied itself about the title of the Vendor to the Said Land comprised in the Country Home Complex and/or the land

comprised within the Said Property and shall not at any time, in future, raise any requisition and/or questions regarding the same.

2. The Purchaser has inspected and verified the Plans of the Said Property and has satisfied himself as to the construction thereof and the condition and description of all fixtures and fittings installed therein and also as to the amenities and facilities provided in the Said Property.
3. The Purchaser has agreed that no repair and rectification work in the Said Property shall be undertaken by the Vendor on and from the date hereof.
4. The Purchaser has further agreed that no complaint regarding the design or layout of the Country Home Complex, the Said Property or to the fittings, fixtures and amenities, facilities provided therein shall be entertained by the Vendor after handing over possession of the Said Property.
5. The Purchaser shall pay to the Vendor, proportionately, its costs and charges for :
  - a) Operation of the Joint Maintenance Company including the deposit and/or deposits for creation of a sinking fund and/or maintenance fund.
  - b) Betterment or other levies that may be charged on the Country Home Complex and/or the Said Property, partially or wholly, as the case may be.
  - c) All increases in the existing and all new rates, taxes and/or levies as be imposed on the Said Property and/or the Country Home Complex, partially or wholly, as the case may be.
  - d) The Stamp duty, registration charges and miscellaneous expenses for all documents to be executed and/or registered.
6. All the amounts, if any, payable by the Purchaser as aforesaid shall be paid within 7 (seven) days of demand by the Joint Maintenance Company. In case the exact liability on any head cannot be quantified, the payment shall be made according to the Joint Maintenance Company's reasonable estimation, **SUBJECT TO** subsequent accounting within a reasonable period.
7. The Joint Maintenance Company shall manage and maintain and/or cause to be managed and maintained the Joint Common Portions, and the Country Home Complex Common Portions and/or the Country Home Complex subject, however, to the Purchaser and the Country Home Owners paying the Joint Common Expenses, wherever payable, and the Country Home Complex Common Expenses and other expenses, proportionately.

8. The Vendor and/or the Joint Maintenance Company shall nominate and define the Country Home Complex Common Portions, the Joint Common Portions, the Country Home Complex Common Expenses and the Joint Common Expenses and shall also have the authority and right to change the same from time to time.
9. The proportionate share mentioned hereinabove, shall be such as be specified, determined and decided by the Vendor and/or the Joint Maintenance Company, as the case may be at its sole discretion, from time to time, keeping in view the user and/or enjoyment and the same shall be duly intimated by the Vendor and/or the Joint Maintenance Company to the Purchaser. In regard to all the matters mentioned above, the Vendor's and/or the Joint Maintenance Company's decision shall be final and binding.
10. Notwithstanding anything herein contained, the Joint Common Portions and the Country Home Complex Common Portions shall remain the property of the Vendor and shall be under the control of the Joint Maintenance Company **SUBJECT TO** the Easements in favour of the Country Home Owners, including, the Purchaser and the Purchaser shall have no right, title and interest therein **PROVIDED HOWEVER** the Purchaser shall have the right to use, in perpetuity, the same and/or receive the services and benefits thereof **SUBJECT HOWEVER TO** payment of the proportionate share of the Joint Common Expenses and the Country Home Complex Common Expenses.
11. Computation of the Joint Common Expenses and the Country Home Complex Common Expenses shall be done in the following manner :
  - a) The Country Home Complex Common Expenses, i.e. The Common Expenses relating to the Country Home Complex Common Portions shall be wholly for and to the account of the Country Home Owners (including the Purchaser) and shall be paid by them, proportionately.
  - b) The Joint Common Expenses, i.e. the Common Expenses relating to the Joint Common Portions shall be shared between the Country Home Owners, (including the Purchaser herein) and also by the Resort Owner, proportionately, according to utilization and need from time to time, such proportionate utilization and need being determinable by the Vendor and/or the Joint Maintenance Company at its sole discretion.
12. The proportionate share mentioned hereinabove shall be such as be decided by the Vendor and/or the Joint Maintenance Company and the same shall not be questioned and/or challenged by the Purchaser at any time.

13. The maintenance and management of the Joint Common Portions shall always remain with the Vendor and/or its nominee(s) and/or the Joint Maintenance Company as may be so decided by the Vendor. Notwithstanding anything herein contained, all the Country Home Owners in the Country Home Complex may, however, jointly, at any time, take over the maintenance and management of the Country Home Complex Common Portions upon reasonable grounds being shown for such take over. The Vendor and/or the Joint Maintenance of the Company at its sole discretion, may also handover the maintenance and management of the Country Home Complex Common Portions to the Country Home Owners, at such consideration as may be then so decided by the Vendor and to be paid by all the Country Home Owners, **SUBJECT HOWEVER TO** such terms and conditions as to use, enjoyment and/or maintenance as the Vendor may determine but not inconsistent with the provisions hereof provided however the stamp duty, registration charges and/or other charges, if any, for transfer of the Country Home Complex Common Portions shall be borne and paid collectively by the Country Home Owners including the Purchaser, as may be so applicable.
14. The taking over by the Country Home Owners of the maintenance and management of the Country Home Complex Common Portions shall be through the Joint Maintenance Company wherein the Country Home Owners shall be issued shares proportionately and the share application money, if any, paid by them to the Vendor shall be utilised for subscription of the shares. The Country Home Owners shall have voting rights in the Joint Maintenance Company, in proportion to their respective share holdings and shall be entitled to control and manage the same in such manner as they deem fit and proper. The Vendor shall hold shares proportionately for the Country Home Plots owned and/or belonging to the Vendor.
15. The Vendor and/or the Joint Maintenance Company shall be at liberty to change and/or alter the Joint Common Portions and the Country Home Complex Common Portions and/or to bring in new areas/facilities and/or remove certain areas/facilities and/or to otherwise deal with the same in such manner as be deemed fit and proper by the Vendor and/or the Joint Maintenance Company **PROVIDED HOWEVER** the Vendor and/or the Joint Maintenance Company shall ensure that such change/alteration does not prejudicially effect the enjoyment of the Said Property by the Purchaser.
16. In case the Purchaser commits any default in performing the obligations herein contained, the Vendor and/or the Joint Maintenance Company shall be entitled to withhold all utilities and facilities to the Purchaser and/or to the Said Property,

including, electricity, water supply and/or other services, during the time the Purchaser is in default.

17. In case the Vendor condones the default of the Purchaser, then and in such event, the Purchaser shall, along with such dues and/or arrears, pay compensation for the losses and/or damages suffered by the Vendor and/or the Joint Maintenance Company and also interest at such rate as may be decided by the Joint Maintenance Company for the period of default, on all amounts remaining unpaid.
18. Any notice to be served by either of the parties on the other shall be deemed to have been served on the 4<sup>th</sup> (Fourth) day from the date the same has been delivered for dispatch to the Postal Authorities by Registered Post With Acknowledgement Due at the aforesaid or last notified address of the parties hereto.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(Said Land)

Sl. No	Purchased from	Mouza	LR Dag No.	Purchased	Deed No. & Date	Registrati on office
1.						
2.						

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only being the consideration already paid by the Purchaser for the Said Property to the Vendor at or before the execution hereof which the Vendor doth hereby admit and acknowledge to have received.

7. **Execution and Delivery:** In witness whereof the parties hereto have executed these presents at Kolkata on the day, month and year mentioned above.

**EXECUTED AND DELIVERED** by the  
**VENDOR** in the presence of:

1.

2.

**EXECUTED AND DELIVERED** by the  
**PURCHASER** in the presence of:

1.

2.

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**DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 2023**

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**CONVEYANCE DEED**

**BETWEEN**

**.... VENDOR**

**AND**

**...PURCHASER**

**C.P.KAKARANIA  
ADVOCATE  
RIGHT WING, 3<sup>RD</sup> FLOOR  
ROOM NO. 96  
10, OLD POST OFFICE STREET  
KOLKATA - 700001**