

CONVEYANCE

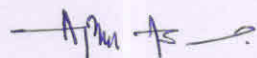
1. Date: _____

2. Place: Kolkata

3. Parties:

3.1 M/s. Purulia Bottling Pvt. Ltd., PAN - AAFCP7490M, a company incorporated under The Companies Act 1956 or 2013, as the case may be, having its regd. office at Shree Krishna Chamber, 2nd Floor, Room No. 13B, 78, Bentinck Street, Kolkata - 700 001, and its local office at Vill. & P.O. Lagda, P.S. Purulia (Muff.), Dist. Purulia, West Bengal, represented by its Director Sri Sanjay Kumar Agarwal, PAN - ACTPA5078K, son of Late Gopal Prasad

GETWELL RETAILS LLP



DESIGNATED PARTNER

Agarwal, residing at Balarampur, P.O. Rangadih, P.S. Balarampur, Dist. Purulia, West Bengal, PIN - 723143, by faith Hindu (Indian), by occupation Business, hereinafter referred to as the "Owner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees);

And

3.2 M/s Getwell Retails LLP, PAN - AAQFG9003R, a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its regd. office at 78 Bentinck Street, 2nd Floor, Block - B, Room No. - 13B, Kolkata - 700 001, represented by its Designated Partner Sri Ajay Kumar Agarwal, PAN - ACTPA5079J, son of Late Gopal Prasad Agarwal, residing at Flat No 7J, Block 4, 74/1, Narkeldanga Main Road, Kolkata-700054, by faith Hindu (Indian), by occupation Business, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees)

And

3.3 _____, of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, Pin _____, Post Office _____, Police Station _____, District _____, _____ (PAN _____)

(Buyer or Allottee, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owners, Promoter and Buyer are hereinafter individually referred to as such or as Party and collectively as Parties.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 Said Apartment: Residential Apartment No. _____, on the _____ floor, having carpet area of _____ square feet, type _____, on _____ floor in block no. _____ ("Building") along with garage/closed parking no. _____

admeasuring _____ square feet, being more particularly described in of **Schedule B** below ("**Said Apartment and Appurtenances**") and the floor plan of the apartment is annexed hereto and marked as **Schedule C**. The Said Apartment is a part of the Real Estate Project (defined in 5.10.1.(iii) below) registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**Act**), the West Bengal Real Estate (Regulation and Development) Rules, 2021 (**Rules**) and the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (**Regulations**) with the Real Estate Regulatory Authority (**Authority**) at Kolkata on _____ under Registration No. _____ and the Real Estate Project has been developed as a project named ' _____ ', ("**Project**") is constructed on *Bastu* land measuring 22 (twenty two) cottah, 12 (twelve) chhataks, more or less, with structures thereon, comprised in R.S. Khatian No. 1147 & 1148, L.R. Khatian No. 1616, R.S./L.R. Plot No. 3859, in Mouza Raghampur, J.L. No. 260 at present 66, under Purulia Municipality Ward No. 21, Holding No. 418 (old), at Present Holding No. 23 & 25 situated at Deshbandhu Road North Bye Lane within the then District - Purulia, P.S. - Purulia (Town) & Sub-Registry office Purulia, Pargana Chharrah, West Bengal Property described in **Schedule A (Said Property)**.

- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block as be attributable and appurtenant to the Said Apartment (**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 Block.
- 4.3 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule D** below (**Common Areas**).
- 4.4 **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2 and 4.3 above, being the Said Apartment, and the Share In Common Areas, respectively which are collectively described in of **Schedule B** below (collectively **Said Apartment And Appurtenances**).
5. **Background**
- 5.1 The landed property in Mouza Raghampur within the Purulia Municipality, Ward No. 21 being Holding No. 415, recorded under R. S. Khatian No. 1147 and 1148 being the

- portion of R.S. /L.R. Plot No. 3859, measuring an area of 1279.27 Sq. Meter or 19 Cottahs 2 Chhataks alongwith two storied pucca old building, which was acquired by vendor i.e. Sri Deepak Kejriwal by seven several Deed of Sales on 08/04/1999 registered at A.D.S.R. Office, Purulia, out of which 1/7th share purchased by Deed No. 2410 from the rightful owner Smt. Saroj Singhania, wife of Sri Sushil Singhania and 1/7th share purchased by Deed No. 2411 from the rightful owner Sri Pravin Kejriwal, son of Late Saligram Kejriwal and 1/7th share purchased by Deed No. 2412 from the rightful owner Smt. Sarika Jeloka, wife of Sri Shambhunath Jeloka and 1/7th share purchased by Deed No. 2413 from the rightful owner Smt. Sunita Kedia, wife of Sri Ashok Kedia and 1/7th share purchased by Deed No. 2414 from the rightful owner Sushila Bajaj, wife of Ashok Bajaj and 1/7th share purchased by Deed No. 2415 from the rightful owner Smt. Aruna Dharnidharka, wife of Sri Bijoy Dharnidharka and 1/7th share purchased by Deed No. 2416 from the rightful owner Smt. Kiran Chaucharia, wife of Sri Suresh Chauahria.
- 5.2 Some part of land measuring 23 Cottahs 8 Chhataks was acquired by vendor i.e. Sri Deepak Kejriwal by a registered Deed of Sale No. 3950 dated 24/08/2005, registered at A.D.S.R. Office, Purulia, from the rightful owner Sri Arjun Prasad Kejriwal, son of Late Hanuman Prasad Kejriwal.
- 5.3 By virtue of aforesaid Deed of Sale the vendor i.e. Sri Deepak Kejriwal came in ownership and possession of the same during last L. R. Operation said property recorded in the name of vendor i.e. Sri Deepak Kejriwal under L.R. Khatian No. 1616 within R.S. /L.R. Plot No. 3859.
- 5.4 The vendor i.e. Sri Deepak Kejriwal within the ownership and possession of the property mentioned under Schedule A measuring 22 Cottahs 12 Chhataks alongwith two storied old building, out of which 1/2 share he gifted in favour of vendor Smt. Tara Kejriwal by a registered Deed of Gift being No. 5139 on 27/10/2021, Registered at A.D.S.R. Office Purulia.
- 5.5 The vendors i.e. Sri Deepak Kejriwal and Smt. Tara Kejriwal have absolute good and marketable title with exclusive possession in her purchased property more fully described in the Schedule A annexed hereto free from all encumbrances.
- 5.6 Due to Urgent need of money the vendors declare to sell the schedule below property measuring 22 Cottahs 12 Chhataks alongwith two storied old building more fully described in the Schedule A. The Purchaser i.e. M/s Purulia Bottling Pvt. Ltd. having come to know the intention of vendor, approached the vendors and offered to purchase the said property.

- 5.7 By a virtue of a Deed of Conveyance dated 29th October, 2021, made between the said Sri Deepak Kejriwal and Smt. Tara Kejriwal, the vendors therein of one part, and M/s Purulia Bottling Pvt. Ltd, the purchaser therein of second part, the vendors therein sold the Said Land to the Owner, free from encumbrances, which was registered in the Office of the Additional District Sub - Registrar Of Purulia and recorded in Book No. 1, Volume No.1402-2021, Page from 103534 to 103559, Being Deed No. 140205308 for the year 2021.
- 5.8 In the above circumstances the Owner herein became the sole, absolute and lawful owner of Bastu land measuring 22 (twenty two) cottah, 12 (twelve) chhataks, more or less, with structures thereon, comprised in R.S. Khatian No. 1147 & 1148, L.R. Khatian No. 1616, R.S./L.R. Plot No. 3859, in Mouza Raghampur, J.L. No. 260 at present 66, under Purulia Municipality Ward No. 21, Holding No. 418 (old), at Present Holding No. 23 & 25 situated at Deshbandhu Road North Bye Lane within the then District - Purulia, P.S. - Purulia (Town) & Sub-Registry office Purulia, Pargana Chharrah. The Said Property is more particularly described in of **Schedule A** below and the floor plan of the apartment is annexed hereto and marked as of **Schedule C**.
- 5.9 **Development Agreement:** For the purpose of developing and commercially exploiting the Said Property by construction of the Said Complex thereon and selling various apartments/spaces (**Apartments**), the Owners and the Promoter also being the co-owner of the Said Property is entitled to carry out construction upon the Said Property on the terms and conditions recorded in Development Agreement dated _____, registered at the Office of the _____, recorded in Book No. ____, Volume No. _____, Pages from _____ to _____, being Deed No. _____ for the year ____ (“**Development Agreement**”). In terms of the Development Agreement, the Promoter has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the apartments, parking spaces and other saleable spaces in the Said Property and to appropriate the entire consideration therefor.
- 5.10 **Real Estate Project:** The Said Property is earmarked for the purpose of building a commercial and residential project, comprising of multistoried apartment buildings and the Said Project shall be known as '_____', Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority. The Said Project is presently being developed and proposed as a “real estate project” by the Promoter and is being registered as a ‘real estate project’ (“the

Real Estate Project or 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.

- 5.11 **Sanction of Plans:** The Promoter has obtained the final layout plan approvals for the Project from Purulia Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- 5.12 **Commencement of the Said Project:** The _____ has granted the commencement certificate to develop the Project vide approval dated bearing no. _____.
- 5.13 **Registration under the Act:** The Promoter has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on _____ under Registration No. _____.
- 5.14 **Announcement of Sale:** The Developer formulated a scheme and announced sale of apartments and parking spaces to prospective purchasers (Transferees).
- 5.15 **Application and Allotment to Buyer:** The Buyer, intending to be a Transferee, upon full satisfaction of the Owners’ title and the Developer’s authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Developer has allotted the same to the Buyer, who in due course entered into an agreement for sale dated _____ (Said Agreement) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.16 **Construction of Said Apartment:** The Developer has completed construction of the Said Apartment.
- 5.17 **Conveyance to Buyer:** In furtherance of the above, the Owner and the Promoter are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.

5.18 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:

5.19.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development as disclosed by the Promoter:

(i) **Real Estate Project:** Residential Apartment *inter-alia* consisting of residential apartments, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Said Property more particularly described in of Schedule A below.

(ii) **Scheme of Development of Said Property:** The detailed scheme of development discloses the proposed designated uses of the buildings/structures and the phase/s of 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 Promoter at its sole discretion either in terms mentioned therein or in such other manner as may be possible under the relevant/applicable laws.

(iii) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis are listed in Schedule D hereunder written.

(iv) **Amenities of the Said Property:** The common areas, facilities and amenities in the Said Property including the Real Estate Project that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis (**Said Project included Amenities**) are listed in Schedule E hereunder written.

(v) **Maximum FAR:** The Promoter 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 _____ and all other concerned authorities, and construct additional built-up area - (i) by way of additional apartments on the Project Property; and/or (ii) additional buildings/structures on any part of the remaining portion of the Said Property. For the purpose aforesaid, the Promoter 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 Buyer hereby irrevocably agrees and give his/her/their/its express consent to the Promoter 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, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyer shall not raise any objection or cause any hindrance in the said development/construction by the Promoter 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 Buyer hereby agrees to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter 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 Promoter as aforesaid.

5.19.2 Satisfaction of Buyer: The undertaking of the Buyer to the Owners and the Promoter that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.19.3 Rights Confined to Said Apartment And Appurtenances: The undertaking of the Buyer to the Owners and the Promoter that the right, title and interest of the Buyer is confined only to the Said Apartment And Appurtenances and the Promoter is entitled to deal with and dispose off all other portions of the Said Property and the Said Block to third parties at the sole discretion of the Promoter, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

6. **Transfer**

6.1 **Hereby Made:** The Owners and the Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in of **Schedule B** below, being:

6.1.1 **Said Apartment:** The Said Apartment i.e. Residential Apartment No. _____, having carpet area of _____ square feet, on _____ floor in block no. _____ ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet, being more particularly described in of **Schedule B** below and the floor plan of the apartment is annexed hereto and marked as of **Schedule C**, being part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on _____ under Registration No. _____, the Real Estate Project named ' _____ ' is constructed on the Said Property more particularly described in **Schedule A** below, being *Bastu* land measuring 22 (twenty two) cottah, 12 (twelve) chhataks, more or less, with structures thereon, comprised in R.S. Khatian No. 1147 & 1148, L.R. Khatian No. 1616, R.S./L.R. Plot No. 3859, in Mouza Raghampur, J.L. No. 260 at present 66, under Purulia Municipality Ward No. 21, Holding No. 418 (old), at Present Holding No. 23 & 25 situated at Deshbandhu Road North Bye Lane within the then District - Purulia, P.S. - Purulia (Town) & Sub-Registry office Purulia, Pargana Chharrah, West Bengal.

6.1.2 **Said Land:** The Said Land Share, being the undivided, impartible, proportionate and variable share in the land underneath the Said Block as be attributable and appurtenant to the Said Apartment. 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 Block;

6.1.3 **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in **Schedule D** below.

7. **Consideration and Payment**

7.1 **Consideration:** The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Promoter in consideration of a sum of Rs. _____/- (Rupees _____), paid by the Buyer to the Owners (through the Promoter) and the Promoter, receipt of which the Promoter hereby and by the Memo and Receipt of Consideration by Owners and Promoter below, admit and acknowledge.

8. **Terms of Transfer**

8.1 **Title, Sanctioned Plans and Construction:** The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners and the Promoter in respect of the Project Property, the Said Block and the Said Apartment And Appurtenances;
- (b) The sanctioned plans sanctioned by the Purulia Municipality;
- (c) The construction and completion of the Said Block, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

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

8.3 **Salient Terms:** The transfer of the Said Apartment and Appurtenances being effected by this Conveyance is:

8.3.1 **Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.

- 8.3.2 **Absolute:** absolute, irreversible and in perpetuity.
- 8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule D** below, in common with the other co-owners of the Said Block, including the Owners and the Promoter (if the Owners and/or the Promoter retain any Apartment in the Said Block).
- 8.4 **Subject to:** The sale of the Said Apartment and Appurtenances being effected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
- 8.4.2 **Payment of Monthly Subscription, User Charge for Said Club:** the Buyer regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter.
- 8.4.3 **Payment of Maintenance Charge:** the Buyer regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).
- 8.4.4 **Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.
- 8.4.5 **Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owners and the Promoter and/or their successors-in-interest, of, from and against any losses, damages, costs,

charges and expenses which may be suffered by the Owners and the Promoter and/or their successors-in-interest by reason of any default of the Buyer.

9. **Possession**

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

10. **Outgoings**

10.1 **Payment of Outgoings:** All municipal taxes 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 Buyer (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

11. **Holding Possession**

11.1 **Buyer Entitled:** The Owners and the Promoter hereby covenant that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said 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 Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter.

12. **Further Acts**

12.1 **Owners and Promoter to do:** The Owners and the Promoter hereby covenant that the Owners and the Promoter 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 Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things

for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

- 12.2 **Promoter to do:** The Promoter hereby covenant that the Promoter 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 Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.
13. **Defect Liability:**
- 13.1 The Promoter shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Promoter, at its own cost and effort, within _____ calendar year from the date of completion certificate, issued by the _____.
- 13.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Real Estate Project 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 Buyer and/or any other buyer/person in the Real Estate Project and/or the Said Property. The Buyer is/are aware that the Said Block/Building 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 Block 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 Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 13.3 It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyer 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 Promoter to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the Promoter 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 Apartments and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer 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 Bungalow and in the workmanship executed.

14. General

14.1 **Conclusion of Contract:** The Parties have concluded the contract of Conveyance in respect of the Said Apartment 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.

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

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.

SCHEDULE 'A'

(Said Property)

Bastu land measuring 22 (twenty two) cottah, 12 (twelve) chhataks, more or less, with structures thereon, comprised in R.S. Khatian No. 1147 & 1148, L.R. Khatian No. 1616, R.S./L.R. Plot No. 3859, in Mouza Raghampur, J.L. No. 260 at present 66, under Purulia Municipality Ward No. 21, Holding No. 418 (old), at Present Holding No. 23 & 25 situated at Deshbandhu Road North Bye Lane within the then District - Purulia, P.S. - Purulia (Town) & Sub-Registry office Purulia, Pargana Chharrah, delineated in Red colour on the Plan annexed hereto and marked as Annexure I, duly butted and bounded as follows:

- On the North** : R.S. Plot No. 3868
- On the South** : Land of Santosh Kumar Jaiswal, P.C.C.J. Krishna Singhanian & Krishna Villa
- On the East** : Land of Tara & Associate and 20'-0" wide road
- On the West** : Land of Sanctosh Jain and 13'-0" wide road & Land of Rounak Kejriwal

SCHEDULE 'B'

(Said Apartment and Appurtenances)

(a) The Said Apartment, Residential Apartment No. _____, having carpet area of _____ (_____) square feet, more or less, ___ (___) car parking space measuring ___ (_____) square feet, appertaining to the aforesaid Apartment, being comprised in Apartment Block No. _____, which is part of the Said Property described in **Schedule A** above. The layout of the Said Apartment is defined in **Schedule B**

(b) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule D** below, as be attributable and appurtenant to the Said Apartment; and

(c) The Land Share, being undivided and impartible share in the land underneath the Said Apartment.

SCHEDULE 'C'

(Floor Plan)

SCHEDULE 'D'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

- Water supply pipeline in the Said Block (save those inside any Apartment)
- Water reservoirs/tanks of the Said Block
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building
- Drainage and sewage pipeline in the Said Block (save those inside any Apartment)
- Intercom Network in the Said Block
- Network of Cable TV/DTH in the Said Block, if any
- Broadband connection in the Said Block, if any
- External walls of the Said Block

SCHEDULE 'E'

(Amenities on the Said Property)

(Being description of the common areas, facilities and amenities in the Said Project that may be usable by the Buyer on a non-exclusive basis along with Buyer(s)/occupants in the Said Project)

Sr. No.	Amenities on the Said Project
1.	Clubs
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	All other areas, facilities and amenities for common use and enjoyment of Said Complex

SCHEDULE 'F'

(Covenants)

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

1. **Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into the Said Agreement, the scheme of development described in the Said Agreement and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
2. **Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas and Specifications and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the the Said Complex and/or the Said Property **save and except** the Said Apartment And Appurtenances.
3. **Facility Manager:** The Promoter 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 Buyer 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 Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions

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. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer 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 Buyer, on the basis of the bills to be raised by the/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Buyer to Pay Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer 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 Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer 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 Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Buyer 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 Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/Said Project Included Amenities.
7. **Promoter's/Developer's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Buyer to the Promoter

provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.

8. **No Obstruction by Buyer to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to make other constructions on the Said Complex and/or Said Project and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
9. **Variable Share In Common Portions:** The Buyer 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 Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer 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 Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
10. **Buyer to Participate in Formation of Association and Apex Body:** The Buyer admits and accepts that the Buyer and other intending allottees/buyers/owners of apartments/apartments/other developments comprised in the Said Complex shall form the Association and the Buyer 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 Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("Apex Body"). The Buyer 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 Buyer 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 Buyer further admits and accepts that the Buyer 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.

11. **Obligations of Buyer:** The Buyer 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 Promoter/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 Promoter/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, the Said 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 and the Common Areas 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 Promoter or to the other Apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer 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 Project Property, and outside walls of the Said Blocks in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.
- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Buyer uses or allows the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter 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 Buyer makes any alterations/changes, the Buyer shall compensate the Promoter/the Association (upon formation) (as the case may be) as estimated by the Promoter/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** The Buyer 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 Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Apartment. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Buyer 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 Buyer shall install the out-door unit of the same either inside the Buyer'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 Buyer shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Buyer 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 Promoter/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 Buyer 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 Conveyance.
- (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 Buyer does so, the Buyer shall be liable to pay damages to the Promoter 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 the Said 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 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 Promoter/Facility Manager/Association/ Apex Body:** not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block and/or the Said Complex/ Said Project and selling or granting rights to any person on any part of the Said Block/Said Complex/ Said Project (excepting the Said Apartment and the Said Parking Space, if any).
- (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 and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/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, the Said Parking Space, if any 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 and the Said Parking Space, if any.
- (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 Buyer 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 the Said Parking Space, if any.
- (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 Buyer and/or family members, invitees or servants of the Buyer, the Buyer 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 Buyer 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 Buyer shall not raise any objection in any manner whatsoever with regard thereto

and further the Buyer hereby confirms that the Buyer shall not violate any terms of the statutory requirements/fire norms.

- 12.1 **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Apartment And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number.
- 12.2 **No Objection to Construction:** Notwithstanding anything contained in this Conveyance, the Buyer has accepted the scheme of the Promoter to construct/develop the Said Complex/ Said Project in phases and to construct on other portions of the Said Property/proposed adjoining land and hence the Buyer 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 Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer 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 Conveyance, the Buyer shall not have any right in the other portions of the Said Property/the proposed adjoining land/the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Promoter 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 Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter 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 Promoter shall also be entitled to place, select, and decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottees, proportionately.

SCHEDULE 'G'

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **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.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Buyer.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **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 apartments) walls of the Said Block] and the road network, STP etc.
6. **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.
7. **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 Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers,

electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. **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.

Purulia Bottling Private Limited

Represented by its Authorized Signatory
Sanjay Kumar Agarwal
[Owners]

Getwell Retails LLP

Represented by its Authorized Signatory
Ajay Kumar Agarwal
[Promoter]

[Allottee]

Drafted by:

F/

Advocate, _____ at _____

Witnesses:

Signature _____

Signature _____

Name: _____

Name: _____

Father's Name: _____

Father's Name: _____

Address: _____

Address: _____

Receipt of Consideration

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

Getwell Retails LLP

Represented by its Authorized Signatory
Ajay Kumar Agarwal
[Promoter]

[Allottee]

Drafted by:

F/
Advocate, _____ at _____

Witnesses:

Signature _____

Name: _____

Father's Name: _____

Address: _____

Signature _____

Name: _____

Father's Name: _____

Address: _____

GETWELL RETAILS LLP


DESIGNATED PARTNER