

## CONVEYANCE

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata
3. **Parties:**

- 3.1 **Paks Trade Centre LLP** (formerly known as **Paks Trade Centre Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AABCP4951F**), represented by its constituted attorney, **Siddha Infradev LLP**, a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street (**PAN ACIFS4407P**), represented by its authorized signatory Mohan Lal Agrawal, son of Late Peep Chand Agarwal, by faith Hindu, by nationality Indian, by occupation Business, of Siddha Park, 99A, Park Street, Kolkata-700016, Post Office and Police Station Park Street (**PAN ACIPA8519L**)
- 3.2 **Springcity Buildcon LLP** (formerly known as **Nishant Fiscal Services Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AAACN9721C**), represented by its constituted attorney, **Siddha Infradev LLP**, a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street (**PAN ACIFS4407P**), represented by its authorized signatory Mohan Lal Agrawal, son of Late Peep Chand Agarwal, by faith Hindu, by nationality Indian, by occupation Business, of Siddha Park, 99A, Park Street, Kolkata-700016, Post Office and Police Station Park Street (**PAN ACIPA8519L**)
- 3.3 **Harmony Merchants LLP** (formerly known as **Harmony Merchants Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AACCH0371G**), represented by its constituted attorney, **Siddha Infradev LLP**, a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street (**PAN ACIFS4407P**), represented by its authorized signatory Mohan Lal Agrawal, son of Late Peep Chand Agarwal, by faith Hindu, by nationality Indian, by occupation Business, of Siddha Park, 99A, Park Street, Kolkata-700016, Post Office and Police Station Park Street (**PAN ACIPA8519L**)
- 3.4 **Vardhaman Gears LLP** (formerly known as **Vardhaman Gears Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AABCV0958Q**), represented by its constituted attorney, **Siddha Infradev LLP**, a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street (**PAN ACIFS4407P**), represented by its authorized signatory Mohan Lal Agrawal, son of Late Peep Chand Agarwal, by faith Hindu, by nationality Indian, by occupation Business, of

Siddha Park, 99A, Park Street, Kolkata-700016, Post Office and Police Station Park Street (PAN ACIPA8519L)

- 3.5 **HSR Infrastructure LLP** (formerly known as **HSR Infrastructure Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (PAN AABCP4951F), represented by its constituted attorney, **Siddha Infradev LLP**, a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street (PAN ACIFS4407P), represented by its authorized signatory Mohan Lal Agrawal, son of Late Peep Chand Agarwal, by faith Hindu, by nationality Indian, by occupation Business, of Siddha Park, 99A, Park Street, Kolkata-700016, Post Office and Police Station Park Street (PAN ACIPA8519L)

(collectively **Owners**, include successors-in-interest)

**And**

- 3.6 **Siddha Infradev LLP**, a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street (PAN ACIFS4407P), represented by its authorized signatory Mohan Lal Agrawal, son of Late Peep Chand Agarwal, by faith Hindu, by nationality Indian, by occupation Business, of Siddha Park, 99A, Park Street, Kolkata-700016, Post Office and Police Station Park Street (PAN ACIPA8519L)

(**Promoter/Developer**, includes successors-in-interest and assign/s)

**And**

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

Owners, Promoter/Developer 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 super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and corresponding carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2" (Said Apartment)**, in Block \_\_\_\_\_, Building No. \_\_\_\_\_ (**Said Building**), being a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (**Act**), the West Bengal Housing Industry Regulation Rules, 2018 (**Rules**) and the West Bengal Housing Industry Regulation Act, 2017 (**Regulations**) with the West Bengal Housing Industry Regulatory Authority (**Authority**) at Kolkata on \_\_\_\_\_ under registration No. \_\_\_\_\_, the Real Estate Project is constructed on land measuring 19 (nineteen) *bigha*, (nine) *cottah*, 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet equivalent to 26070.30 (twenty six thousand seventy point three zero) square meter, more or less, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the Kolkata Municipal Corporation (**KMC**), Sub-Registration District Sealdah, District South 24 Parganas, as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below (**Project Property**). The Real Estate Project has been developed as a phase (Phase I) of the Whole Project (defined in 5.12.1 (iii) below) named **Siddha Sky (Said Complex)**, constructed/being constructed on land measuring 25 (twenty five) *bigha*, 14 (fourteen) *cottah*, 15 (fifteen) *chittack* and 14.71 (fourteen point seven one) square feet equivalent to 34445.347 (thirty four thousand four hundred forty five point three four seven) square meter, more or less, situate, lying at and being Municipal Premises Nos. 33A (formerly 33A, 33B and 33C), 32/1 and 33A/3 Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the KMC, Sub-Registration District Sealdah, District South 24 Parganas, which is more particularly described in **Schedule A-1** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1" ("Larger Property")**.
- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Building 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 super built-up area of the Said Apartment bears to the total super built-up area of the Said Building.
- 4.3 **Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (**Said Parking Space**), if any.
- 4.4 **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 C** below (**Common Areas**).
- 4.5 **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, respectively which are collectively described in **Schedule B** below (collectively **Said Apartment And Appurtenances**).

## 5. Background

- 5.1 **Ownership of Larger Property:** The Owners No. 1 to 4 are the owners of land measuring 19 (nineteen) *bigha*, 9 (nine) *cottah*, 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet equivalent to 26070.3 (twenty six thousand seventy point three) square meter, more or less, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C), Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the Kolkata Municipal Corporation (**KMC**), Sub-Registration District Sealdah, District South 24 Parganas (**First Property**) and the Owners No. 1 to 5 are the joint owners of land measuring 6 (six) *bigha*, 5 (five) *cottah*, 3 (three) *chittack* and 14 (fourteen) square feet equivalent to 1686.083 (one thousand six hundred and eighty six point zero eight three) square meter, more or less, situate, lying at and being Municipal Premises Nos. 32/1 and 33A/3, Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (**Second Property**), the First Property and the Second Property collectively being the Larger Property which is more particularly described in **Schedule A-1** below, being land measuring 25 (twenty five) *bigha*, 14 (fourteen) *cottah*, 15 (fifteen) *chittack* and 14.71 (fourteen point seven one) square feet, more or less **together with** structures erected thereon, situate, lying at and presently being Municipal Premises Nos. 33A, 32/1 and 33A/3, Canal South Road, respectively, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the KMC, Sub-Registration District Sealdah, District South 24 Parganas, delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"**. The Owners have purchased the Larger Property *vide* 5 (five) separate Deeds of Sale i.e. **(1)** Deed of Sale dated 28<sup>th</sup> February, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2628 to 2645, being Deed No. 05018 for the year 2010 **(2)** Deed of Sale dated 28<sup>th</sup> September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2605 to 2627, being Deed No. 05017 for the year 2010 **(3)** Deed of Sale dated 28<sup>th</sup> September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2646 to 2668, being Deed No. 05019 for the year 2010 **(4)** Deed of Sale dated 28<sup>th</sup> September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2646 to 2668, being Deed No. 05109 for the year 2010 **and (5)** Deed of Sale dated 25<sup>th</sup> October, 2010, registered in the Office of the Additional District Sub-Registrar, Sealdah, South 24 Parganas, in Book No. I, CD Volume 1, at Pages 2230 to 2253, being Deed No. 03241 for the year 2010. The details pertaining to the title of the Owners to the Larger Property are elucidated in the Title Reports issued by Messieurs Saha & Ray, Advocates, copies whereof have been uploaded on the website of the West Bengal Housing Industry Regulatory Authority (collectively "**Title Report**") and the devolution of title and ownership details of the Owners to the Larger Property (as mentioned in the Title Report) is annexed and marked as **Annexure "3"** hereto.

- 5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Larger Property by construction of the Said Complex thereon and selling various apartments/spaces therein (**Apartments**), the Owners entrusted the work of development of the Larger Property to the Developer, on the terms and conditions recorded in 2 (two) separate registered Development Agreements i.e. the first Development Agreement dated 16th September, 2016, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 1901-2016, Pages 279202 to 279248, being Deed No. 190108608 for the year 2016 and the second Development Agreement dated 6th December, 2017, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, CD Volume No. 1606-2017, Pages 117250 to 117309, being Deed No. 160609594 for the year 2017 (collectively "**Development Agreement**"). In terms of the Development Agreement, the Promoter/Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the Units, parking spaces and other saleable spaces in the Said Building/the Project Property/the Larger Property and to appropriate the entire consideration therefor.
- 5.3 **Real Estate Project:** The Larger Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces. The development of the Said Complex *inter alia* consists of (i) Block A, *inter-alia* comprising of 3 (three) Ground+ 34 (G+34) storied residential buildings, namely Building Nos. 1, 2 and 3 being constructed on the First Property (ii) Block B, *inter-alia* comprising of 1 (one) Basement + Ground + 7 (B+G+7) storied building for Multi-level Car Parking (**MLCP**) being constructed on the First Property (iii) Block C, *inter-alia* comprising of 1 (one) Ground + 32 (G+32) storied residential building, namely Building No. 4, being constructed on the First Property (iv) Block D, *inter-alia* comprising of 1 (one) Ground + 2 storied (G+2) building for Club, being constructed on the First Property and (v) Future Block/Blocks to be constructed on the Second Property, which shall be developed by the Promoter/Developer at its sole discretion, out of which (i) Block A, *inter-alia* comprising of 3 (three) Ground+ 31 (G+31) storied residential buildings, namely Building Nos. 1, 2 and 3 being constructed on the First Property (ii) Block B, *inter-alia* comprising of 1 (one) Basement + Ground + 7 (B+G+7) storied building for MLCP being constructed on the First Property (iii) Block C, *inter-alia* comprising of 1 (one) Ground + 29 (G+29) storied residential building, namely Building No. 4, being constructed on the First Property (iv) Block D, *inter-alia* comprising of 1 (one) Ground + 2 storied (G+2) building for Club, are presently being developed as a phase (**Phase I**) of the Whole Project (as defined in Clause 5.13 (iii) below) and registered as a 'real estate project' (**Real Estate Project/Project**) with the Authority, under the provisions of the Act, the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued thereunder from time to time.
- 5.4 **Intimation to KMC and Sanction of Plans:** The Owners duly intimated the KMC about commencement of construction of the Project vide its letter dated 8<sup>th</sup> December, 2016.

The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Building from the competent authority), which has been developed as a phase (**Phase I**) of the Whole Project (defined in Clause 5.12.1 (iii) below).

- 5.5 **Registration under the Act:** The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 5.6 **Announcement of Sale:** The Developer formulated a scheme and announced sale of Apartments and parking spaces to prospective purchasers (**Transferees**).
- 5.8 **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 registered agreement for sale dated \_\_\_\_\_ registered in the office of \_\_\_\_\_, recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, at pages \_\_ to \_\_, being Deed No. \_\_\_\_\_, for the year \_\_\_\_ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.10 **Construction of Said Building:** The Developer has completed construction of the Said Building.
- 5.11 **Conveyance to Buyer:** In furtherance of the above, the Owners and the Promoter/Developer 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.
- 5.12 **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:
- 5.12.1 **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/Developer:

(i) **Project Property:** Block A, *inter-alia* comprising of 3 (three) Ground+ 31 (G+31) storied residential buildings, namely Building Nos. 1, 2 and 3 being constructed on the First Property (ii) Block B, *inter-alia* comprising of 1 (one) Basement + Ground + 7 (B+G+7) storied building for Multi-level Car Parking (**MLCP**) being constructed on the First Property (iii) Block C, *inter-alia* comprising of 1 (one) Ground + 29 (G+29) storied residential building, namely Building No. 4, being constructed on the First Property and (iv) Block D, *inter-alia* comprising of 1 (one) Ground + 2 (G+2) storied building for Club, being constructed on the First Property, 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 Larger Property as shown in **Blue**

colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below.

(ii) **Scheme of Development of Larger Property:** The detailed scheme of development attached as **Annexure "1"** discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter/Developer at its sole discretion either in terms of the Plan in **Annexure "1"** or in such other manner as may be possible under the relevant /applicable laws.

(iii) **Whole Project:** The Promoter is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Clause 5.12.1 (the phase-wise development of the entirety of the Larger Property as envisaged in the Said Agreement, this Clause 5.13 and as also mentioned/contemplated in the other portions this Conveyance hereinafter referred to as "**the Whole Project**").

(iv) **Other Residential Component:** Apart from the Real Estate Project, the Promoter/Developer proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (**Other Residential Component**) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.

(v) **Other Residential Exclusive Amenities:** The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**Other Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the Buyer of the Other Residential Component and, may not be available to the Buyer or any other Buyer/occupants of apartments/flats in the Real Estate Project.

(vi) **Further Development:** The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities.

(vii) **Limited Areas And Facilities:** The Buyer agrees that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Buyer(s) of such apartments/flats and to the exclusion of other Buyer(s)



in the Real Estate Project (**Limited Areas And Facilities**). The Buyer agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Buyer in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Buyer agrees to not use the Limited Areas And Facilities identified for other Buyer(s) nor shall the Buyer has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Buyer(s) and/or the usage thereof.

(viii) **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 C** hereunder written.

(ix) **Whole Project Included Amenities:** The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Buyer and other Buyer(s) in the Whole Project on a non-exclusive basis (**Whole Project Included Amenities**) are listed in **Schedule D** hereunder written. The Buyer agrees and accepts that the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project.

(x) **Maximum FAR:** The Promoter/Developer 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 KMC and all other concerned authorities, and construct additional built-up area – (i) by way of additional apartments and/or additional floors on the Said Building; and/or (ii) additional buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Building without however, adversely affecting the Said Apartment being sold hereunder, and to carry out construction work accordingly. The Buyer hereby irrevocably agrees and gives his/her/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Building for the aforesaid purpose and to put up construction accordingly. 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/Developer 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 Building being affected by such construction. The Buyer hereby agrees to give all facilities and co-operation as the Promoter/Developer may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed

by the Promoter/Developer as aforesaid.

5.12.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the Buyer are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer 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.

5.12.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the right, title and interest of the Buyer are confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property/Larger Property and the Said Building to third parties at the sole discretion of the Promoter/Developer, 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 **Schedule B** below, being:

6.1.1 **Said Apartment:** The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and corresponding carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less,, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**, in Block \_\_\_\_\_, Building No. \_\_\_\_\_, being a 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 is constructed on the Project Property as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below, being land measuring 19 (nineteen) *bigha*, (nine) *cottah*, 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet equivalent to 26070.30 (twenty six thousand seventy point three zero) square meter, more or less, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the KMC, Sub-Registration District Sealdah, District South 24 Parganas. The Real Estate Project has been developed as a phase (Phase I) of the Whole Project named *Siddha Sky*, constructed/being constructed on the Larger Property delineated by **Red** colour boundary line on the **Plan**

annexed hereto and marked as **Annexure "1"** and described in **Schedule A-1** below, being land measuring 25 (twenty five) *bigha*, 14 (fourteen) *cottah*, 15 (fifteen) *chittack* and 14.71 (fourteen point seven one) square feet equivalent to 34445.347 (thirty four thousand four hundred forty five point three four seven) square meter, more or less, situate, lying at and being Municipal Premises Nos. 33A (formerly 33A, 33B and 33C), 32/1 and 33A/3 Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the KMC, Sub-Registration District Sealdah, District South 24 Parganas.

- 6.1.2 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the carpet area of the Said Apartment bears to the total carpet area of the Said Building.
- 6.1.3 **Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in **Schedule B** below, if any.
- 6.1.4 **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 C** 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/Developer in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), paid by the Buyer to the Owners (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer 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/Developer in respect of the Project Property, the Said Building and the Said Apartment And Appurtenances;
  - (b) The sanctioned plans sanctioned by the KMC;
  - (c) The construction and completion of the Said Building, 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 C** below, in common with the other co-owners of the Said Building, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartment in the Said Building).
- 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/Developer.
- 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/Developer 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/Developer and/or their successors-in-interest by reason of any default of the Buyer.

**9. Possession**

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter/Developer 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/Developer 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/Developer 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/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

**12. Further Acts**

12.1 **Owners and Promoter/Developer to do:** The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer 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/Developer to do:** The Promoter/Developer hereby covenant that the Promoter/Developer 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/Developer shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the KMC.
- 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 Whole Project and/or the Larger Property. The Buyer is/are aware that the Said 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 Building 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 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/Developer 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/Developer 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 20<sup>o</sup> 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 Apartment 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-1'**  
**(Larger Property)**

Land measuring 25 (twenty five) *bigha* 14 (fourteen) *cottah* 15 (fifteen) *chittack* and 14.71 (fourteen point seven one) square feet equivalent to 34445.347 (thirty four thousand four hundred forty five point three four seven) square meter, more or less, situate, lying at and being Municipal Premises Nos. 33A (formerly 33A, 33B and 33C), 32/1 and 33A/3 Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the Kolkata Municipal Corporation, Sub-Registration District Sealdah, District South 24 Parganas, delineated the **Plan** annexed hereto and marked as **Annexure "1"** and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By Government Surplus *Khasmahal* Land
- On the East** : By Premises No. 3, 15, 16, 17, Pagladanga Road and  
Premises No. 34, Canal South Road
- On the South** : By KMC Land
- On the West** : By KMC Road

**SCHEDULE 'A-2'**

**(Project Property)**

Land measuring 19 (nineteen) bigha (nine) cottah 12 (twelve) chittack and 0.71 (zero point seven one) square feet equivalent to 26070.30 (twenty six thousand seventy point three zero) square meter, more or less, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the Kolkata Municipal Corporation, Sub-Registration District Sealdah, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure "1"**.

**SCHEDULE 'B'**

**(Said Apartment And Appurtenances)**

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and corresponding carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, in Block \_\_\_\_, Building No. \_\_\_\_\_. The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) The Said Parking Space, being the right to park \_\_\_\_\_ (\_\_\_\_\_) medium sized car/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex and \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s in the multi-level car parking space (comprised in the separately constructed building being Block No. B) within the Said Complex and \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s and/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the open space at the ground level of the Said Complex;

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

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment.

**SCHEDULE 'C'**

**(Common Areas Of the Real Estate Project)**

**(Which Are Part Of the Real Estate Project)**

- Entrance Lobby at the ground level of the Said Building
- Lobbies on all floors and staircase(s) of the Said Building
- Lift machine room(s) and lift well(s) of the Said Building
- Water reservoirs/tanks of the Said Building



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- Water supply pipeline in the Said Building (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building
- Intercom Network in the Said Building
- Broadband connection in the Said Building, if any
- Lift(s) and allied machineries in the Said Building
- Roof Area
- CCTV
- Drainage and sewage pipeline in the Said Building (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Building, if any
- Fire fighting system in the Said Building
- External walls of the Said Building
- Stair Room

**SCHEDULE 'D'**

**(Whole Project Included Amenities)**

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

Sr. No.	Whole Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Sky Walk and all areas/spaces for convenient access to the Sky Walk
5.	All other areas, facilities and amenities for common use and enjoyment of Said

**SCHEDULE 'E'**

**(Covenants)**

The Buyer covenants with the Promoter/Developer (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/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in this Conveyance 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 (described in Schedule E above) and Specifications (described in Schedule D above) 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 Said Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.

3. **Facility Manager:** The Promoter/Developer 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 buyers of the Said Complex/Whole Project.
4. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the KMC Tax, surcharge, levies, cess etc. (proportionately for the Said Building and/or 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 Promoter/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/Developer/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/Developer /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/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Promoter/Developer's Charge/Lien:** The Promoter/Developer 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/Developer **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien

of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.

7. **No Obstruction by Buyer to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Complex and/or Whole 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/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer 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.
8. **No Rights of or Obstruction by Buyer:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
9. **Variable Nature of Land Share and 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 Building/Real Estate Project (2) if the area of the Said Building/ Real Estate Project is recomputed by the Promoter/Developer, 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/Developer, 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 Buyer of apartments 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 building/s in the Other 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 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.

**11. Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/Developer/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/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building, the Real Estate Project, the Whole 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/Developer 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 Building, the Project Property, and outside walls of the Said Building **save** in the manner indicated by the Promoter/Developer/the Facility Manager/the Association (upon formation). The Promoter/Developer 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 use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer 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 Building 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/Developer /the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer /the Association (upon formation) for restoring it to its original state.

- (g) **No Structural Alteration and Prohibited Installations:** 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 Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building 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/Developer. 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/Developer, 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 Building 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.
- (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 Building and the Said Complex from that mentioned in this Conveyance.
- (j) **Trade Mark Restriction:** not to use the name/mark *Siddha* 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/Developer and shall further be liable for prosecution for use of the mark *Siddha*.

- (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 Said Building 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/Developer /Facility Manager/Association/ Apex Body:** not obstruct the Promoter/Developer /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/Developer in constructing on other portions of the Said Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Building/Said Complex/Whole Project/Project Property (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/Developer /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 Building/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 balconies 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.

**11.1.11 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 address and telephone number.



11.1.12 **No Objection to Construction:** The Buyer has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property and hence the Buyer has no objection to the continuance of construction in the other portions of the Larger Property/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.

11.1.13 **No Right in Other Areas:** The Buyer shall not have any right in the other portions of the Larger Property/the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Larger Property/the Said Complex.

11.1.14 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all owners of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Promoter/Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees 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 owners of the Said Building.

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

## 12. **Said Club:**

12.1 The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all buyers of the Whole Project and select outsiders as be determined by the Club Manager

(defined below) at its sole discretion (collectively **Other Members**). It is clarified that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer (2) the Other Members shall be given membership of the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Buyer hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Project/Other Members and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Project/Other Members using all or part of the amenities and facilities provided in the Said Club and (3) the criteria for admission/membership of the Other Members in the Said Club and the terms and conditions of their membership and rules and regulations governing their use of the Said Club and its facilities will be exclusively formulated by the Club Manager (defined below) before the Said Club is made operational.

- 12.2 **Membership Obligation of Buyer:** Membership of the Said Club being compulsory for all buyers of the Whole Project, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of Buyer(s) is more than 1 (one), as be nominated *inter se* among the Buyer(s)) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Buyer of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.
- 12.3 **Membership Scheme of Said Club:** The Buyer understands and accepts that (1) membership of the Said Club shall be open only to the Buyer of the Whole Project/Said Complex and the Other Members (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) Save and except for the Other Members, membership is open only to individuals (i.e. no corporate membership) and if the Buyer is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an Buyer lets out his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the

tenure of the tenancy subject to payment of all charges as would have been payable by the Buyer.

- 12.4 **Facilities of Said Club:** The Buyer understands and accepts that the Promoter/Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter/Developer.
- 12.5 **Commencement of Operation of Said Club:** The Promoter/Developer reasonably expects that the Said Club shall be made operational after the entirety of the Real Estate Project is completed and made ready. The Buyer understands and accepts that the Date of Possession of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Buyer shall not raise any claim or objection in this regard.
- 12.6 **Club Manager:** The Buyer understands and accepts that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Buyer further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter/Developer and the buyers of the Said Complex/Other Members shall have no right to replace the Club Manager.
- 12.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Buyer understands and accepts that (1) the Buyer does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Buyer may have to pay separate amounts towards membership fee (2) the Buyer may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Buyer will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyer resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter/Developer and this shall be in addition to the Common Expenses/Maintenance Charges.
- 12.8 **User Charge:** The Buyer understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

#### **SCHEDULE 'F'**

##### **(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 Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottes.
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 apartment) walls of the Said Building] 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 Building 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.

\_\_\_\_\_  
**Authorized Signatory**  
**[Owners]**

\_\_\_\_\_  
**Authorized Signatory**  
**[Promoter/Developer]**

\_\_\_\_\_  
**Authorized Signatory**  
**[Buyer]**

**Drafted by:**

Advocate,  
**High Court, Calcutta**

**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 **Schedule B** above.

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**Authorized Signatory**  
**[Promoter/Developer]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name :

Name :