

## DEED OF CONVEYANCE

1. **Date:** \_\_\_\_\_ 20 \_\_
2. **Place:** Kolkata
3. **Parties:**

**3.1 M/s. A& J Main & Co (Engineers) Private Limited**, a private limited company incorporated under the Companies Act, 1956; vide Certificate of Incorporation No.27525 of 1969 issued by the Registrar of Companies, West Bengal having PAN AACCA0869N represented

by its Attorney holder Mr. Mahesh Periwal son of Late Bijay Periwal resident of P-27, Raja Basanta Roy Road, Kolkata – 700 029 the said POWER OF ATTORNEY has registered in the office of Registrar of Assurance Howrah Book No.-1 Volume No. 0502 of 20018 given their pages from 317124 to 317148 being no. 050509613/2018 and having its registered office at 20 O C Gangully Street, Kolkata – 700020 hereinafter referred to as the “**Owner**” (which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof mean and include successor or successors in interest and permitted assigns) of the ONE PART

**AND**

- 3.2 M/s Periwal Construction LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2005 vide registration no. AAC-9177 issued by the Registrar of Companies, West Bengal having PAN AAQFP6098A represented by its Designated Partner Mahesh Periwalson/of Late Bijay Kumar Periwal resident of P-27, Raja Basant Roy Road, Kolkata 700029, having registered office at 20 B, British India Street, 5<sup>th</sup> Floor, Room No. 18, East India House, Kolkata 700 069, hereinafter referred to as the **Developer**, which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof mean and include its successor or successors in interest and permitted assigns) of the **SECOND PART**

**AND**

- 3.3** \_\_\_\_\_  
(PAN No. \_\_\_\_\_) hereinafter referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes their respective heirs, legal representatives executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**;

The Promoter/Owner and the Purchaser shall hereinafter collectively referred to as “**the Parties**” and individually as a “**Party**”

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance:**

- 4.1 Said Apartment:** Apartment No., on the floor, complete with all fixtures and fittings (sanitary and electrical) measuring about super built-up area of ( ) square feet, with tiles floor and more fully described in **Part-** of the **2<sup>nd</sup> Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in .....colour thereon (**Said Apartment**), at ..... (**Building**) of a cluster of buildings forming Lower Income Group Zone

on a portion of land (), being a part of the complex commonly known as '.....' (**Complex**) constructed on the land measuring more or less ..... acres and comprised in L.R. Plot Nos.....all under L.R. Khatian no. ...., at Mouza....., J.L. No....., within the jurisdiction of .....Gram Panchayat, Police Station ....., District ....., West Bengal(**Said Land**) more fully described in the **1<sup>st</sup> Schedule** below and delineated on **Plan A** annexed hereto and bordered in .....colour thereon.

- 4.2 Said Parking Space:** Right to use and enjoy the open/covered car/two-wheeler parking space, if any, allotted in favour of the Purchaser herein and more fully described in **Part-II** of the **2<sup>nd</sup> Schedule** hereto and delineated on **Plan C** annexed hereto and bordered in .....colour thereon (**Said Parking Space**).
- 4.3 Land Share:** Undivided, proportionate, indivisible and impartible share in the land contained in the Said Land as be attributable to the Said Apartment (**Land Share**).
- 4.4 Share In The Building Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building described in **Part-I** of the **3<sup>rd</sup> Schedule** below (collectively **Building Common Portions**), as be attributable to the Said Apartment.
- 4.5 Share In The Complex Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the areas, parts, amenities and facilities as are common between all the Intending Purchaser (defined below) of the Complex described in **Part-II** of the **3<sup>rd</sup> Schedule** below (collectively **Complex Common Portions**), as be attributable to the Said Apartment.
- 4.6 Other Appurtenances:** All other rights appurtenant to the Said Apartment.
- 4.7 Said Apartment and Appurtenances:** The subject matter of this Deed of Conveyance are Clauses 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 above, which are collectively described in **Part-III** of the **2<sup>nd</sup> Schedule** below (collectively **Said Apartment And Appurtenances**).

## **5. Background:**

- 5.1 Purchase of said Land:** By an Indenture dated 23<sup>rd</sup> December 1969, registered in the office of Registrar of Assurance Kolkata in Book No. I Volume No. 142 from Pages 237 to 254 Being No. 5652 of 1969

executed between M/s A&J Main & Co Limited as Vendor and as party of First Part, John Alexander Gardner Kerr of M/s Thomson Mc Lintock & Co, the Liquidator of the Said Developer and as party of Second Part, R.D Victor & Co as Confirming Party and as party of the Third Part and A&J Main & Co (Engineers) Private Limited as Purchaser and as Party of the Fourth Part, the Said Vendor transferred all that all pieces and parcel of land measuring about 14 Bigha 5 Cottah 2 Chittack lying and situate at Municipal Premises No. 151 Andul Road and comprised in RS Dag no. 95, 95/174 under Khatian no. 44 and R.S Dag no. 95/173 under Khatian no. 107 both at Mouza Shibpore, Pargana Paikan, J.L No. 1, R.S No. 1994 Touzi No. 798 P.S Shibpur Sub-Registrar Howrah in the District of Howrah.

- 5.3 **Clearance of 6(3) of WBEA Act:** The District land and Land Reforms Officer Howrah vide its Memo no. V/15/2002/1990 dated 11.08.2006 in the letter addressed to the Joint Secretary of Land & Land Reforms Department has opined that subject land held by M/s A & J Main & Co Limited does not come within the purview of Section 6(3) of the West Bengal Estate Acquisition Act 1953 as the status of the Khatians are Dakhalkar, which means Non-Agricultural Tenant under the West Bengal Non-Agricultural Tenancy Act 1949. With effect from 09.09.1980, Section 3A was inserted in West Bengal Land Reforms Act 1954 and as consequence the Rights of Non-Agricultural Tenants in non-agricultural land stood vested in State free of all encumbrances and were held to be Raiyats under the WBLR Act 1954 having heritable and transferrable rights.
- 5.4 **Ownership of Said Land:** M/s A&J Main (Engineers) Developer Private Limited is presently seized and possessed of the land measuring 12 Bigha 11 Cottah 10 Chittack (approx) and is duly recorded in the records of the Howrah Municipal Corporation under Premises No. 151, Andul Road, Howrah and has obtained mutation in the records of the Block Land and Land Reforms Officer, Howrah. Due to L.R Operation in Shibpore Mouza, presently A&J Main (Engineers) Developer Private Limited is presently holding said property lying is LR Dag No. 78 (1.2206 Decimal), L.R Dag no. 79 (0.6590 Decimal) and LR Dag No. 80 (2.2790 Decimal) comprising of land measuring about 4.16 Acres of land appertaining to LR Khatian no. 23 in Mouza Shibpur in Sheet no. 140, within Shibpur P.S in the District of Howrah lying and situate at Premises no. 151 Andul Road Howrah, the characteristic of land is Bastu which means Residential and the Owners have paid up to date khazna with respect of the Said Property. The Owner is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the Said Land free from all encumbrances, charges, liens, lispens, attachments, acquisitions, requisitions and trusts of whatsoever nature.

- 5.5 **Joint Venture with Developer:** Being desirous of developing the Said Land by way of raising a building complex thereat, the Owner and the Developer a executed a registered Development Agreement in the Office of \_\_\_ Being No. \_\_\_\_ of \_\_\_\_\_ for development and construction of Said Land comprising, *inter alia*, residential apartments for people from middle income group and from lower income group, collectively known as **Complex**.
- 5.6 **Said Agreement:** By a Developer's Agreement dated ..... (**Said Agreement**) made between the said Owner and the Developer, the Owner appointed the .....to construct, erect and commercially exploit the Said Land on the terms and conditions contained therein and handed over possession of the Said Land to the .....for development of the Complex and further a scheme for such development (**Scheme**) was formulated jointly by the Owner and the ..... as follows:
- 5.7 **Development:** The Developer shall develop the Said Land by constructing and completing the Complex thereon in all respects at its own costs and expenses.
- 5.8 **Sale of Land Share by Owner:** The Owner shall sell the undivided proportionate indivisible and impartible share in the Said Land attributable to the apartments constructed thereon to such prospective allottees who have been provisionally allotted the apartments therein pursuant to their applications in that regard (**Intending Purchaser**).
- 5.9 **Sale of Apartments by Developer:** The Developer shall enter into contracts with the Intending Purchaser for sale and transfer of the apartments in the Complex.
- 5.10 **Grant of Powers:** In pursuance of the Said Agreement, the Owner granted a Power of Attorney dated ..... in favour of the ..... and pursuant thereto the ..... has:
- 5.11 **Plan Approval:** obtained approval of layout plans from the .....Howrah Municipal Corporation (**Authority**) for the construction of the Complex (**Plans**).
- 5.12 **Complex:** named the complex “.....”which comprises of .....(.....) buildings forming the ..... Zone collectively known as ..... and ... (.....) buildings forming the ..... Zone collectively known as ..... The expression Complex wherever used herein shall mean the complex named ..... comprising, *inter alia*, the Said Land and all the buildings and/or structures as have been constructed by the Developer thereon as also

all the buildings and/or structures that may be constructed by the Developer in the future.

- 5.13 **Provisional Allotment to Purchaser:** Pursuant to an application made by the Purchaser herein for purchase of an apartment in the ....., the Developer by its letter dated \_\_\_\_\_ (**Provisional Allotment Letter**) agreed to provisionally allot in favour of the Purchaser, Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Building named \_\_\_\_\_ and accepted by the Parties measuring about super built-up area of (\_\_\_\_\_) square feet, **Together With** Right to use and enjoy the \_\_\_\_\_ open/covered car/two-wheeler parking space, if any, allotted in favour of the Purchaser herein at and for the agreed consideration of Rs. /- (Rupees only), **subject to** the Purchaser agreeing to the terms and conditions contained in the Allotment Letter as also to the Application Form and the General Terms and Conditions and **subject further to** the Purchaser making payment of the agreed and settled price in the manner and by the installments mentioned in the Provisional Allotment Letter.
- 5.14 **Completion of Construction:** The Developer has since completed construction of ...(.....) buildings in the known as ..... and ... (....) buildings in the Middle Income Group Zone known as ..... and comprised in the Complex in all respect and has accordingly obtained the Completion Certificate/Building Occupation Certificate. The Developer is also taking steps to complete the construction of the remaining buildings in both the ..... Zone and the ..... Zone within the Complex.
- 5.15 **Calling Upon Purchaser to Take Possession:** Upon such completion of construction, the Developer called upon the Purchaser to take possession of the Said Apartment contained in the and upon payment of the agreed settled price in full and also upon compliance of all the formalities and pursuant thereto the Purchaser has taken possession of the Said Apartment after satisfying himself in all respects with the Plans sanctioned by the Authority, the construction of the Building, the Building Common Portions, the Tower Common Portions and the Said Apartment made by the Developer (including the quality and specifications thereof, the built up area and the super built up area of the Said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that the Owner and the Developer have complied with all their obligations and that the Purchaser has no claim of whatsoever nature against the Owner and the Developer or any of them on any account whatsoever and the Purchaser after such satisfaction has agreed to conclude the contract herein by executing and registering this Deed of Conveyance.

## 6 Transfer:

**6.1 Hereby Made:** In pursuance of the Provisional Allotment Letter in favour of the Purchaser and the Purchaser requesting the Owner and the Developer to convey/grant the Said Apartment And Appurtenances, described in **Part-III** of the **2<sup>nd</sup> Schedule** hereto and in consideration of the Purchaser agreeing to observe and perform the specific covenants, stipulations, restrictions and obligations mentioned hereafter:-

**6.2 By Owner:** The Owner doth hereby grant, sell, convey, transfer, assign and assure and the Developer doth hereby confirm, unto the Purchaser:

**a) Land Share:** The undivided, proportionate, indivisible and impartible share in the land contained in the Said Land comprised in the land measuring more or less 14 Bigha 5 Cottah 2 Chittack lying and situate at Municipal Premises No. 151 Andul Road and comprised in RS Dag no. 95, 95/174 under Khatian no. 44 and R.S Dag no. 95/173 under Khatian no. 107 both at Mouza Shibpore, Pargana Paikan, J.L No. 1, R.S No. 1994 Touzi No. 798 P.S Shibpur Sub-Registrar Howrah in the District of Howrah, West Bengal, more fully described in the **1<sup>st</sup> Schedule** hereto, as be attributable to the Said Apartment.

**6.3 By Developer:** The developer doth hereby grant, sell, convey, transfer, assign and assure and the Owner doth hereby confirm unto the Purchaser the Said Apartment, Said Parking Space, the Share In the Building Common Portions, the Share In the Complex Common Portions and the Other Appurtenances, being the:

- a) Said Apartment:** Said Apartment, more fully described in **Part-I** of the **2<sup>nd</sup> Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in .....colour thereon,
- b) Said Parking Space:** Said Parking Space, more fully described in **Part-II** of the **2<sup>nd</sup> Schedule** hereto and delineated on **Plan C** annexed hereto and bordered in ..... colour thereon.
- c) Share In The Building Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the Building Common Portions, described in **Part-I** of the **3<sup>rd</sup> Schedule** hereto, as be attributable to the Said Apartment,
- d) Share In The Complex Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the Complex Common Portions, described in **Part-II** of the **3<sup>rd</sup> Schedule** hereto, as be attributable to the Said Apartment, and
- e) Other Appurtenances:** All other rights appurtenant to the Said Apartment.

**7 Consideration:** The aforesaid sale and/or transfer of the Said Apartment And Appurtenances in favour of the Purchaser is being made in consideration of the total agreed and settled sum of Rs/- (Rupees ..... only) (**Agreed Consideration**), which includes the consideration received towards price of the Said Apartment, Said Parking Space, the Land Share, the Share in the Building Common Portions and the Share In the Complex Common Portions and the Developer hereby and by the Receipt and Memo mentioned below, admit and acknowledge the same.

**8 Terms of Transfer:**

**8.1 Conditions Precedent:**

**8.1.1 Title, Plan and Construction:** The Purchaser has examined or caused to be examined the following and the Purchaser has fully satisfied himself about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification, objection, dispute or proceeding regarding the same and also further waives the right, if any, to do so:

- (a) The right, title and interest of the Owner and/or the Developer in respect of the Complex, and the Said Apartment And Appurtenances;
- (b) The Plans as approved by the Authority;
- (c) The design, layout, accommodation, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the Building, the Building Common Portions, the Complex Common Portions and the Said Apartment including the quality, specifications, materials, workmanship and structural stability thereof.

**8.1.2 Measurement:** The Purchaser is fully satisfied regarding the area of the Said Apartment and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

**8.2 Salient Terms:** The transfer being effected by this Conveyance is:

**8.2.1 Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

**8.2.2 Absolute:** absolute, irreversible and perpetual.

**8.2.3 Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to all claims,



demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

- 8.2.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Building Common Portions and the Complex Common Portions described in **Part-I** and **Part-II** of the **3<sup>rd</sup> Schedule** below, respectively in common with the Intending Purchaser.
- 8.2.5 **Other Rights:** together with all other rights appurtenant to the Said Apartment And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:
- 8.3.1 **Payment of Common Expenses:** the Purchaser regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Building Common Portions and the Complex Common Portions (collectively **Common Expenses**), an indicative list of which is given in the **4<sup>th</sup> Schedule** below.
- 8.3.2 **Easements And Quasi-easements:** the Purchaser observing, performing and accepting the easements, quasi-easements and other stipulations (collectively **Easements and Quasi-easements**), described in the **5<sup>th</sup> Schedule** below.
- 8.3.3 **Observance of Covenants:** the Purchaser observing, performing and accepting the stipulations, regulations, restrictions and covenants (collectively **Covenants**), described in the **6<sup>th</sup> Schedule** below.
- 8.3.4 **Indemnification by Owner:** indemnification by the Owner about the correctness of its title.
- 8.3.5 **Indemnification by Purchaser:** indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the Owner and the Developer and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner and the Developer and/or their respective successors-in-interest or assigns by reason of any default of the Purchaser.

**9. Possession:**

- 9.1 **Delivery of Possession:** At or before the date hereof, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Apartment And Appurtenances has been handed over by the Developer to the Purchaser, which the Purchaser admits, acknowledges and accepts.

**10. Outgoings:**

- 10.1 **Developer to Bear:** All taxes, surcharges, outgoings and levies of or on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Purchaser (**Possession Date**), whether as yet demanded or not, shall be borne, paid and discharged by the Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances shall be borne, paid and discharged by the Purchaser from the Possession Date.

**11. Holding Possession:**

- 11.1 **Purchaser Entitled:** The Developer and the Owner hereby covenant that the Purchaser 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 Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Developer or the Owner or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Developer or the Owner.

**12. Further Acts:**

- 12.1 **Developer to do:** The Developer hereby covenants that the Developer or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser, 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 Purchaser to the Said Apartment And Appurtenances.

**13. General:**

- 13.1 **Conclusion of Contract:** The Parties have concluded the contract of sale 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.
- 13.2 **Inclusion of General Terms and Conditions:** All terms and conditions contained in the General Terms and Conditions shall be deemed to be included and be a part of this Conveyance and in case of contradiction of terms and conditions of the General Terms and Conditions with those contained herein, the terms and conditions of this Conveyance shall prevail.
- 13.3 **Future Construction:** The Owner and the Developer shall be entitled to all future vertical or horizontal expansion/exploitation of the Buildings and/or make additional/further constructions in the Complex in any manner whatsoever including by raising of additional floors/ storeys/ constructions over the roof of the Buildings and shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Owner and the Developer are entitled to shift any part of the Common Portions (including the common installations) to the ultimate roof and also to make available the Common Portions and all utility connections and facilities to the additional/further constructions and the Purchaser hereby consents to the same and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. For the aforesaid purposes the Owner and the Developer shall be entitled to apply for and obtain necessary permissions and sanctions from the concerned authorities without the Purchaser and/or any other Intending Purchasers and/or the Association being required to be a party to such application and the Purchaser hereby agrees and consents to the same. The Purchaser shall not have any right whatsoever in the additional/further constructions. It is further clarified that in case of additional construction on the roof, the same shall be shifted to the ultimate roof along with the common installations thereon and shall have equivalent area.
- 13.4 **Entitlements of the Developer:**

- 13.4.1 The Developer and/or its agents and/or assigns shall have the exclusive right and be entitled at all times to erect, install, display and maintain signage, hoardings, display-signs, neon-signs, lighted displays, etc. on the ground floor and/or roof of the Buildings and/or other areas in the Building and/or Complex without being required to pay any charges for the same to the Intending Purchasers or the Association and neither the Intending Purchasers (including the Purchaser herein) nor the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever or claim any charges or other amount. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display-signs, neon-signs, lighted displays, etc. shall accrue to the Developer exclusively.
- 13.4.2 The Developer and/or its agents and/or assigns shall have the exclusive right and be entitled at all times to install or set up and/or permit and/or grant rights to outside/third parties against payment of consideration/charges to the Developer for installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the Complex or on the roof of the Buildings and neither the Intending Purchasers (including the Purchaser herein) nor the Association or any other entity shall be entitled to object to or to hinder the same in any manner whatsoever.

#### **14. Interpretation:**

- 14.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 14.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 14.3 **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.
- 14.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

#### **1<sup>st</sup> Schedule**

**(Said Land)**

- 5.2** All that the piece and parcel of land measuring more or less 14 Bigha 5 Cottah 2 Chittack lying and situate at Municipal Premises No. 151 Andul Road and comprised in RS Dag no. 95, 95/174 under Khatian no. 44 and R.S Dag no. 95/173 under Khatian no. 107 both at Mouza Shibpore, Pargana Paikan, J.L No. 1, R.S No. 1994 Touzi No. 798 P.S Shibpur Sub-Registrar Howrah in the District of Howrah, West Bengal, delineated on the **Plan A** annexed hereto and bordered in ..... colour thereon and butted and bounded as follows:

|                     |   |                                                                            |
|---------------------|---|----------------------------------------------------------------------------|
| <b>On the North</b> | : | By Municipal Concrete Drain and beyond that Andul Road                     |
| <b>On the East</b>  | : | By Swarnamayi Khal                                                         |
| <b>On the South</b> | : | By property of Howrah Banking corporation Ltd being 60, College ghat Road. |
| <b>On the West</b>  | : | By Land of Haripada Samanta                                                |

**2<sup>nd</sup> Schedule****Part-I****(Said Apartment)**

Apartment No....., on the ..... floor of the Building named ....., complete with all fixtures and fittings (sanitary and electrical), and accepted by the Parties to be equivalent to about super built-up area of ..... (.....) square feet, built with tiles flooring in the cluster of buildings forming part of the ..... Zone, being a part of the Complex named as '.....' constructed on the land measuring more or less 14 Bigha 5 Cottah 2 Chittack lying and situate at Municipal Premises No. 151 Andul Road and comprised in RS Dag no. 95, 95/174 under Khatian no. 44 and R.S Dag no. 95/173 under Khatian no. 107 both at Mouza Shibpore, Pargana Paikan, J.L No. 1, R.S No. 1994 Touzi No. 798 P.S Shibpur Sub-Registrar Howrah in the District of Howrah, West Bengal. The Said Apartment is delineated on the **Plan B** annexed hereto and bordered in ..... colour thereon.

**Part-II**

**(Said Parking Space)**

NIL

**Part-III****(Said Apartment And Appurtenances)****[Subject Matter of Sale]**

Apartment No. ...., on the .....floor of the Building named ....., complete with all fixtures and fittings (sanitary and electrical), and accepted by the Parties to be equivalent to about super built-up area of ..... (.....) square feet, built with tiles floor in the cluster of buildings forming part of the ..... Zone, being a part of the Complex named as '.....' constructed on the land measuring more or less 14 Bigha 5 Cottah 2 Chittack lying and situate at Municipal Premises No. 151 Andul Road and comprised in RS Dag no. 95, 95/174 under Khatian no. 44 and R.S Dag no. 95/173 under Khatian no. 107 both at Mouza Shibpore, Pargana Paikan, J.L No. 1, R.S No. 1994 Touzi No. 798 P.S Shibpur Sub-Registrar Howrah in the District of Howrah, West Bengal **Together With** Right to use and enjoy the open/covered car/two-wheeler parking space, if any, allotted in favour of the Purchaser herein and more fully described in **Part-II** of the **2<sup>nd</sup> Schedule** hereto **Together With** undivided, proportionate, indivisible and impartible share in the land contained in the Said Land, described in the **1<sup>st</sup> Schedule** hereto and delineated on **Plan A** annexed hereto and bordered in ..... colour thereon as be attributable to the Said Apartment **And Together With** undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building, described in **Part-I** of the **3<sup>rd</sup> Schedule** hereto, as be attributable to the Said Apartment **And Together With** undivided, proportionate, indivisible and impartible share and/or interest in the areas, parts, amenities and facilities as are common between all the Intending Purchasers of the Complex, described in **Part-II** of the **3<sup>rd</sup> Schedule** hereto, as be attributable to the Said Apartment **And Together With** all other rights appurtenant to the Said Apartment.

**3<sup>rd</sup> Schedule****Part-I**

**(Building Common Portions)****Part-II  
(Complex Common Portions)****4<sup>th</sup> Schedule****(Common Expenses)**

1. **Maintenance:** All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Building Common Portions and the Complex Common Portions, including the exterior or interior (but not inside any Apartment) walls of the Buildings.
2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Building Common Portions and the Complex Common Portions, including lifts, generator, firefighting equipment, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Building Common Portions and the Complex Common Portions.
3. **Staff:** The salaries of and all other expenses of the staff to be employed for the Building Common Portions and the Complex Common Portions, including durwans, sweepers, plumbers, electricians, etc. and their perquisites, bonus and other emoluments and benefits.
4. **Maintenance Body:** Establishment and all other expenses of the Maintenance Body (defined below) including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the Maintenance Body.
5. **Insurance:** Insurance premium and other expenses for insuring the Building and/or the Building Common Portions and the Complex Common Portions, *inter alia*, against earthquake, fire, mob violence, damages, civil commotion, lighting, etc.
6. **Fire Fighting:** Costs of operating and replacing the fire fighting equipments.

7. **Common Utilities:** All charges and deposits for supplies of common utilities, in common.
8. **Electricity:** Electricity charges for the electrical energy consumed for the Building Common Portions and the Complex Common Portions.
9. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building Common Portions and the Complex Common Portions.
10. **Rates and Taxes:** Property Tax, Water Tax, surcharge, outgoings and levies in respect of the Complex and the Building save those separately assessed on the Purchaser.
11. **Reserves and Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the Developer to be necessary or incidental or liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Building Common Portions and the Complex Common Portions.

### 5<sup>th</sup> Schedule

#### **(Easements And Quasi-easements)**

The Purchaser and the other Intending Purchaser shall allow each other, the Owner, the Developer and the Maintenance Body, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchaser shall also be entitled to the same:

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Building Common Portions and the Complex Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Complex and the Building, including the Building Common Portions and the Complex Common Portions.
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Building by other and/or others thereof.



4. **Right over Common Portions:** The absolute unfettered and unencumbered right over the Building Common Portions and the Complex Common Portions **subject to** the terms and conditions herein contained.
5. **Appurtenances of Said Apartment And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Apartment And Appurtenances.
6. **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Building, including the Said Apartment And Appurtenances or any other apartment for the purpose of repairing any of the Building Common Portions and the Complex Common Portions or any appurtenances to any apartment and/or anything comprised in any apartment, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby.
7. **Access to Roof:** Right of access to the roof and/or terrace above the top floor of the Building.

### 6<sup>th</sup> Schedule

#### (Covenants)

1. The Purchaser shall carry out and perform the obligations and duties imposed and/or to be imposed under all laws both prevailing as well as those enacted hereafter, including the provisions of the West Bengal Apartment Ownership Act, 1972 as amended from time to time (**Apartment Ownership Act**) and the rules and/or bye-laws framed and/or to be framed thereunder and/or by the Maintenance Body for looking after the management, administration and maintenance of the Building Common Portions, the common areas, facilities and amenities of the other buildings within ..... and the facilities/amenities thereat.
2. The Purchaser shall on and from the Possession Date of the Said Apartment pay all property taxes, rates, charges, levies, impositions and outgoings payable for the time being by the Purchaser as owners or the occupiers of the Said Apartment And Appurtenances including

Common Expenses in respect of the Buildings and the Complex proportionately and the Said Apartment wholly.

3. The Purchaser shall join and/or become members of the association formed under the provisions of the Apartment Ownership Act and/or otherwise for carrying out maintenance and upkeep of the Building Common Portions and the common portions of the other buildings in the ..... (**Maintenance Body**).
4. The Purchaser shall also pay all other liabilities and/or charges for repairs, maintenance and replacements payable by the Purchaser under the provisions of the Apartment Ownership Act and the rules and/or bye-laws framed and/or to be framed thereunder and/or as may be imposed as maintenance and management charges by the Maintenance Body for looking after the management, administration and maintenance of the Building Common Portions and the common areas, facilities and amenities of the other buildings within .....
5. The Purchaser has no interest, right or title in the common portions of the other buildings of the ....., the same having vested in the Intending Purchasers of the respective buildings but the Complex Common Portions shall at all times be jointly enjoyed by all users/Intending Purchaser of the Complex.
6. The Building Common Portions and facilities provided exclusively for the Intending Purchasers of the Building as described in **Part-I** of the **3<sup>rd</sup> Schedule** hereto shall at all times be held by the Purchaser along with other Intending Purchasers for the time being of the apartments in the Building and shall be used and enjoyed by them in common amongst themselves and other Intending Purchasers of apartments in other buildings in the ..... shall have no interest or right in the Building Common Portions. The Complex Common Portions described in **Part-II** of the **3<sup>rd</sup> Schedule** hereto shall at all times be held by the Purchaser along with all other Intending Purchasers for the time being of all apartments in all the buildings of the Complex and shall be used and enjoyed by them in common amongst themselves.
7. The Purchaser covenants and accepts that the Maintenance Body shall be formed for the maintenance and management of common portions of ..... This maintenance body shall form an apex body which shall monitor the functioning of the said two maintenance bodies and also shall look after the maintenance and management of the Complex Common Portions.

8. The Purchaser shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the Building Common Portions and the Complex Common Portions and also the Purchaser along with the other allottees of the Building shall use the Building Common Portions for the purposes for which they are created and the Purchaser along with the other Intending Purchasers for the time being of different apartments in the Complex shall use the Complex Common Portions for the purposes for which they are created without hindering or encroaching upon the lawful rights of other Intending Purchasers and occupiers of other apartments of the Complex and/or other parts and portions thereof.
9. The right of user of the Purchaser of the Building Common Portions and the Complex Common Portions along with the Said Parking Space, if any allotted to the Purchaser shall not be transferable except along with the Said Apartment hereby sold and shall be deemed to be transferred with the Said Apartment even though the same be not expressly mentioned in any future conveyance or instrument of transfer.
10. The Purchaser agrees, undertakes and covenants to not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Complex and/or the transfer, sale or disposal of any other Apartment or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Owner and the Developer or any of them may suffer in this regard.
11. The Purchaser agrees, undertakes and covenants not to obstruct or hinder any future development and/or future vertical or horizontal expansion/exploitation of the Buildings and/or making of additional/further constructions in the Complex by the Developer in any manner whatsoever including by raising of additional floors/storeys/constructions over the roof of the Buildings and not to obstruct the shifting of the common facilities and installations to the ultimate roof for such purpose.
12. The Purchaser shall use the Said Apartment only for residential purposes and shall not allow the Said Apartment to be so used as to cause annoyance to the owners/occupiers of the adjoining or neighbouring apartments/buildings and shall not also allow it to be used for any unhygienic, unlawful or immoral purposes or purposes subversive to the Government established by law in India.

13. The Purchaser shall neither have nor shall at any time in future claim to have any share and/or interest and/or right of any nature whatsoever in any part of the .....save and except and the Purchaser shall not claim any interest or right adverse or prejudicial to such exclusive right of user.
14. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Owner and the Developer of from and against all losses, damages claims, demands, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser. The Purchaser hereby further agrees and undertakes to indemnify and keep indemnified the Owner and the Developer also against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Owner and the Developer relating to the above.
15. The Purchaser admits, acknowledges and understands that the Purchaser has an undivided share in the Said Land, which is proportionate to the covered area of the Said Apartment and notwithstanding anything hereinstated all common portions (both Building Common Portions and Complex Common Portions) will be those whose user rights are not earmarked for specific persons or for specific purposes.
16. The Purchaser agrees, undertakes and covenants to not object to any change and/or variation in the Land Share, Building Common Portions and the Complex Common Portions that may result due to further/additional constructions and development being made on the roof of the Buildings and/or on any part of the land comprised in the Complex from time to time and not to make any claim in respect of the same and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of further constructions being made by the Developer from time to time.

**15. Execution and Delivery:**

15.1 **In witness whereof** the Parties hereto have executed this Conveyance on the day, month and year above written.

\_\_\_\_\_  
\_\_\_\_\_

[Owner]

[Developer]

\_\_\_\_\_  
( \_\_\_\_\_ )

[Purchaser]

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Receipt and Memo of Consideration**

Received from the withinnamed Purchaser the withinmentioned sum of Rs...../- (Rupees ..... Only)towards full and final payment of the Agreed Consideration for sale of the Said Apartment And Appurtenances, described in **Part-III** of the **2<sup>nd</sup> Schedule** above.

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**[Developer]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_