

CONVEYANCE

1. **Date:** _____

2. **Place:** Howrah

3. **Parties:**

3.1 **(1) SRI ARUP MUKHERJEE, (PAN NO. ALDPM7459D)**, son of Late Arani Mohan Mukherjee, by occupation Retired **(2) SRI AMIYA MUKHERJEE, (PAN**

NO.AFQM0688K, son of Late Arani Mohan Mukherjee, by occupation –Service, both by faith-Hindu and citizens of India of 139, Shibpur Road, P.S. Shibpur, District –Howrah, (3) **SMT. APARNA CHATTERJEE, (PAN NO. APDPC6303C)**, wife of Sri Pradip Kumar Chatterjee, by faith –Hindu, Citizen of India, by occupation Housewife, residing at 28/1, Haritaki Bagan Lane, P.S. Maniktala, Kolkata (4) **BANI MUKHERJEE, (PAN NO. BKAPM7671Q)**, wife of Late Anup Mukherjee, by faith –Hindu, Citizen of India, by occupation Housewife, (5) **SRI ANIRBAN MUKHERJEE, (PAN NO. AVNPM2425M)**, son of late Anup Mukherjee, by faith –Hindu, Citizen of India, by occupation Service, No. 4 & 5 both residing at 139 Shibpur Road, P.S. Shibpur, District –Howrah (6) **SMT. ANINDITA BANERJEE, (PAN NO. BPLPB6322M)**, wife of Dr. Jyotirmoy Banerjee daughter of Late Anup Mukherjee, by faith Hindu, Citizen of India, by Occupation Housewife, residing at 164/A/12/1, Prince Anwar Shah Road, Police Station: Lake Kolkata -700 045, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, legal representatives and assignees) of the **ONE PART AND** all the **OWNERS** represented by their **Constituted Attorney (1) SMT. MONALISHA GHOSH (PAN NO.AJRPG5426E)**, wife of Sri Subhrojit Ghosh, by faith –Hindu, Citizen of India, by occupation –Business and (2) **SRI SUBHROJIT GHOSH (PAN AHXPG6565G)**, son of Sri Samar Kumar Ghosh, by faith-Hindu, Citizen of India, by occupation –Business, both of them residing at 95/2/5, Shibpur Road, Police Station –Shibpur, District Howrah, **all Directors of HAPPY MONTY'S REAL ESTATES PRIVATE LIMITED (PAN NO. AADCH1488B)**, a private limited company incorporated under the provisions of Companies Act, 1956 having its registered office situated at Premises No. 95/2/5, Shibpur Road, Police Station- Shibpur, District – Howrah

And

3.2 ,a HAPPY MONTY'S REAL ESTATES PRIVATE LIMITED, (PAN NO. AADCH1488B), a private limited company incorporated under the provisions of Companies Act, 1956 having its registered office situated at Premises No. 95/2/5, Shibpur Road, Police Station- Shibpur, District – Howrah, represented by the Directors (1) **SMT. MONALISHA GHOSH, (PAN NO.AJRPG5426)** wife of Sri Subhrojit Ghosh, by faith –Hindu, Citizen of India, by occupation –Business and (2) **SRI SUBHROJIT GHOSH, (PAN AHXPG6565G)** son of Sri Samar Kumar Ghosh, by faith-Hindu, Citizen of India, by occupation –Business, both of them residing at 95/2/5, Shibpur Road, Police Station –Shibpur, District Howrah, (3)**PRASHANT KUMAR SINGH(PAN NO. AVQPS0249C)**, son of Ram Parves Singh, by faith –Hindu, Citizen of India, by occupation – Business, 77/2/2A, Lenin Sarani, Kolkata – 700 013 , (4) **YASHWANT KUMAR SINGH (PAN NO. AVHPS4700M)**, son of Ram Parves Singh, by faith –Hindu, Citizen of India, by occupation – Business, 77/2/2A, Lenin Sarani, Kolkata – 700 013, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or

repugnant to the context be deemed to include its legal heirs, successors, representatives, nominees and assignees) of the **SECOND PART** .

And

3.3 Mr/Ms. _____, son/daughter of _____, _____, residing at _____ (PAN _____)

(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 carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less and the said apartment with attached balcony collectively having built up 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**), of the Building name _____ (**Said Building**), being a 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 Howrah on _____ under registration No. _____, the Real Estate Project is constructed on land measuring _____ (_____) *cottah* and _____ (_____) *chittack*, more or less **together with** structures standing and/or erected thereon, situate, lying at and being Municipal Premises No. 139, Shibpur Road, Mandirtala, Howrah- 711102, Police Station -Shibpur, within Ward No. 33 of the Howrah Municipal Corporation (**HMC**), Sub-Registration District Howrah, District Howrah, as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A** below (**Project 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 area of the Said Apartment bears to the 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 Project Property:** The Owners Nos _____ are the joint owners of the Project Property, being land measuring 23 Cottahs 2 Chittacks 30 Sq. ft., more or less **together with** structures standing and/or erected thereon, situate, lying at and being Municipal Premises No. 139/1, Shibpur Road, Howrah, Police Station Shibpur, within Ward No. 33 of the HMC, Sub-Registration District Howrah, District Howrah, which is more particularly described in **Schedule A** below and delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"**. The Owners have purchased the Project Property _____ (_____) separate Deeds of Sale i.e. (1) Deed of Sale dated _____, being No. _____ for the year _____, recorded in Book _____, Volume No. _____, at pages _____ to _____, registered before DSR- _____, South 24 Parganas and (2) Deed of Sale dated _____, being No. _____ for the year _____, recorded in Book _____, Volume No. _____, at pages _____ to _____, registered before DSR- _____, South 24 Parganas. The details pertaining to the title of the Owners to the Project Property are elucidated in the Title Reports issued by Messieurs _____, 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 Project 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 Project Property by construction of the Project thereon and selling various apartments/spaces therein (**Apartments**), the Owners (separately and individually to the extent of their respective share/interest in the Project Property) entrusted the work of such construction and management to one among them, namely, HappyMonty's Real Estates Private Limited (herein referred as Promoter/Lead Co-Owner), on the terms and conditions recorded in an agreement dated _____, _____ (**Said Agreement**). In terms of the Said

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 and to appropriate the entire consideration therefor.

- 5.3 **Real Estate Project:** The Project Property is earmarked for the purpose of building a residential project *inter-alia* comprising of the Said Building consisting of residential apartments and car parking spaces. The development of the Project *inter alia* consisting of the Said Building being constructed on the Project Property, is 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 HMC and Sanction of Plans:** The Owners duly intimated the HMC about commencement of construction of the Project vide its letter dated _____ and accordingly commenced construction on _____. 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).
- 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 Howrah on _____ under Registration No. _____.
- 5.6 **Announcement of Sale:** The Promoter/Developer formulated a scheme and announced sale of Apartments and parking spaces to prospective purchasers (**Transferees**).
- 5.7 **Application and Allotment to Buyer:** The Buyer, intending to be a Transferee, upon full satisfaction of the Owners' title and the Promoter's/Developer's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Promoter/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.
- 5.8 **Construction of Said Building:** The Developer has completed construction of the Said Building.
- 5.9 **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.

5.10 **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:

5.10.1 **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) 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.

(ii) 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.

(iv) 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 HMC and all other concerned authorities, and construct additional built-up area by way of additional apartments and/or additional floors on the Said Building. 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.

5.10.2 **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.

5.10.3 **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 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 Promoter/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 carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less and the said apartment with attached balcony collectively having built up 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 the Said Building, being a 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** below, being land measuring _____ (_____) *cottah* and _____ (_____) *chittack*, more or less **together with** structures standing and/or erected thereon, situate, lying at and being Municipal Premises No. 139, Shibpur Road, Mandirtala, Howrah-711102, Howrah- 711102, Police Station Shibpur, within Ward No. 33 of the Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah

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 area of the Said Apartment bears to the 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 HMC;
- (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 affected 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 E** 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.
- 8.4.6 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and/or the land comprised in the Project Property or any part thereof are required and to be transferred to the association of allottees, then the Promoter and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Buyer shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees/transferees of the

Project (including the Buyer herein) proportionately and the Promoter and/or the Owners shall not be liable therefor in any manner whatsoever and the Buyer and the other allottees/transferees shall keep the Promoter and the Owners fully indemnified with regard thereto.

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 HMC
- 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 Project 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^o 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'
(Project Property)

ALL THAT piece and parcel of the Bastu Land situated within District and District Registry and Additional District Sub-Registry Office – Howrah, Mouza and Police Station: Shibpur, Howrah Municipal Corporation Ward No. 33, Holding No. 139, Shibpur Road, measuring about 23 Cottahs 2 Chittaks 30 sq. ft. more or less with of Pucca structure standing thereon is the property under this Development Agreement which is butted and bounded as follows:-

ON THE NORTH : 136/2 and 136/1, Shibpur Road;
ON THE SOUTH : Shibpur Road;
ON THE EAST : 138/1, Shibpur Road;
ON THE WEST : Common passage and 140/3/1, Shibpur Road;

OR HOWSOEVER OTHERWISE the same hereditaments and premises is situated bounded called known described or distinguished together with building and structure for the time being thereon and which the said piece or parcel of land.

SCHEDULE 'B'
(Said Apartment And Appurtenances)

(a) The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less, in the Said Building. 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/s in the covered/mechanical/open space in the _____ bearing No. _____, admeasuring _____ (_____) square feet and/or _____ (_____) two wheeler/s in the _____ bearing No. _____, admeasuring _____ (_____) square feet;

(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'

- a) The land on which the building is located and all easements, rights, appurtenances, belonging to the land and the building.
- b) The foundation, columns, girders, beams, supports, main wall passages etc.
- c) Underground water reservoir with covered head together with the main pipeline from the Howrah Municipal Corporation.
- d) Pump room with motor and pump and distribution pipes.
- e) Water pump, water tank, water pipes, and other common pumping installations.
- f) Corridors, lobbies, landing space, stairs, roof, terrace, stairways, fire escape and entrances, exits outer walls of the building and common passages of the building including in particular the space under the stairs and the electrical meters and installations.
- g) R.C.C overhead tank as per HMC plan.
- h) Electrical wiring meters and fittings.

- i) Water and sewerage evacuation pipes to the drains and sewerage common to the building.
- j) Drains and sewerage from the building to the municipality duct.
- k) Staircase on all the floors.
- l) Staircase landings on all the floors.
- m) Dish antenna, telephone, electric, gas pipe and meter lines.
- n) Boundary walls and main gate.
- o) Lifts.
- p) All other common areas, equipment, installations, fixtures, fittings, and spaces in or about the said premises as are necessary or convenient to its existence maintenances and safety or normally in common use and as are specified by the Owners expressly to be the common parts of the said flat/units and/or other spaces.

SCHEDULE 'D'
(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 C above) and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Project and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building and/or the Project Property **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 Project (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 Project Property.
4. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the HMC Tax, surcharge, levies, cess etc. (proportionately for the Said Building and/or the Project Property 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), 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).
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), 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).

6. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project.
7. **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.
8. **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 Project Property 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.
9. **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.
10. **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.

11. **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other intending Buyer of apartments in the Project Property shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate expenses of the Association 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, 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.

12. **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 and the Project Property by the Promoter/Developer/the Facility Manager/the Association (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Real Estate Project and the Project Property.
- (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 Project Property. 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 Project Property, 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 Project Property from that mentioned in this Conveyance.
- (j) **Trade Mark Restriction:** not to use the name/mark _____ in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Buyer does so, the Buyer shall be liable to pay damages to the Promoter/Developer and shall further be liable for prosecution for use of the mark _____.
- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the 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:** not obstruct the Promoter/Developer/the Facility Manager/the Association (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 Project Property and selling or granting rights to any person on any part of the Said Building/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) 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/Project Property **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.

12.1.1 Notification Regarding Letting/Transfer: If the Buyer lets out or sells the Said Apartment And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's address and telephone number.

12.1.2 No Right in Other Areas: The Buyer shall not have any right in the other portions of the Project Property 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 Project Property.

12.1.3 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.

12.1.4 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 Project 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.

SCHEDULE 'E'
(Common Expenses)

- a) All costs for maintaining, repairing, decorating etc. of the main structure and in particular the road gutters and drains, water pipes electric wires in and under or upon the Said Building and enjoyed or used by the Purchaser(s) in common with other occupiers of the

other units/car parking space and the main staircase entrance, passages, landing of the Said Building and the boundary walls and compounds etc.

- b) The cost of cleaning and lighting the passages, landings, staircase and other common parts of the building as enjoyed or used by the Purchaser(s) in common as aforesaid.
- c) The cost of decorating the exterior of the Said Building cost of salaries of clerks, watchmen, sweepers, liftmen etc.
- d) The cost of working and maintenance of lift, water pumps, electrical installations and other lights and service charges.
- e) Corporation taxes, other outgoing, save those separately assessed on the respective flats and Sinking fund and such other expenses as are necessary or Developer/ Confirming Party in his absolute discretion.

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.

Authorized Signatory
[Owner]

Authorized Signatory
[Promoter/Developer]

Witnesses:

Draft Conveyance for WBHIRA

Signature _____

Signature _____

Name :

Name :