

## DRAFT DEED OF CONVEYANCE

1. **Date:** \_\_\_\_\_ 2018

2. **Place:** .....

3. **Parties:**

3.1 **Shubho Laxmi Real Estate** , a limited liability partnership incorporated and registered under the Limited Liability Partnership Act, 2008, having its registered office at **3/15 Arrah GreenPark,Arrah Kalinagar,P.O - Arrah,Block-Kanksa,Dist -Paschim Bardhaman,PIN-713212,West Bngal** having Income Tax Permanent Account No. ADNFSO774K,represented by its authorised representative Mr Soumitra Mukheree, son of Late Madhusudan Mukhejree working for gain at **3/15 Arrah GreenPark,Arrah Kalinagar,P.O - Arrah,Block -Kanksa,Dist - Paschim Bardhaman,PIN-713212, West Bengal**

**And**

3.2 **Purchaser:** (1) \_\_\_\_\_, (PAN – \_\_\_\_\_) son of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India and (2) \_\_\_\_\_, (PAN – \_\_\_\_\_) wife of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India, both residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, Pin – \_\_\_\_\_.

The term "Vendor" shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns.

The term "Purchaser" shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, successors, legal representatives, executors, administrators and assigns.

The terms "Vendor" and "Purchaser" are collectively referred to as **Parties**.

### **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) having carpet area of [\_\_\_\_\_] square meter ([\_\_\_\_\_] square feet), with tiles floor and more fully described in **Part-I** of the **2<sup>nd</sup> Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in **Green** colour thereon (**Said Apartment**), in the single G + 4 [four] building comprising of **59** [Fifty Nine] residential Apartments (**Building**) forming the complex commonly known as '**Mritsikha**'(**Complex**) constructed on the land containing in total by estimation an area of 26 Cottahs more or less equivalent to about 16 decimals in R.S & L.R Plot no. 679 And 21 Decimal of land in R.S & L.R Plot No 681 under L.R Khatian no. 911 at Mouza - Gopalnagar J.L. no. 132, Under P.S - Illambazar District Birbhum fully described in the **1<sup>st</sup> Schedule** below and delineated on **Plan A** annexed hereto and bordered in **Green** colour thereon.
- 4.2 **Said Parking Space:** Right to use and enjoy the open/covered car parking space measuring an area of [\_\_\_\_\_] square meter ([\_\_\_\_\_] square feet), 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 **Green** 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 Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building as also as are common between all the Intending Purchasers (defined below) of the Complex described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**), as be attributable to the Said Apartment.
- 4.5 **Other Appurtenances:** All other rights appurtenant to the Said Apartment.
- 4.6 **Said Apartment and Appurtenances:** The subject matter of this Deed of Conveyance are Clauses 4.1, 4.2, 4.3, 4.4 and 4.5 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 and under a Deed of Conveyance dated ..... and registered at the office of Additional Registrar of Assurances-IV, ..... in Book I, Volume no. 1904-2017, pages 113962 to 114024, being Deed no. 190403342 of 2017, Tapan Sen, Asoke Kumar Sen, Swapan Sen, Gita Sen, Soumitra Sen, Subrata Sen, Sabyasachi Sen, Ranjit Kumar Sen and Rabin Sisir Sen therein referred to as the Owners/Vendors of the One Part and GNB Logistics LLP therein referred to as the Purchaser of the Second Part, the Owners/Vendors therein for the consideration therein mentioned granted, conveyed,

transferred, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land measuring 26 Cottahs more or less equivalent to about 16 decimals in R.S & L.R Plot no. 679 And 21 Decimal of land in R.S & L.R Plot No 681 under L.R Khatian no. 911 at Mouza - Gopalnagar J.L. no. 132, Under P.S - Illambazar District Birbhum more fully described in the Schedule thereunder as also in the **1<sup>st</sup> Schedule** hereunder written (**Said Land**), in a demarcated manner, absolutely and forever.

- 5.2 **Mutation of Said Land:** Subsequent to the above purchase, the Vendor mutated its name in respect of the Said Land in the records of the Dum Dum Municipality vide Mutation Certificate dated 16<sup>th</sup> August, 2017.
- 5.3 **Ownership of Said Land:** The Vendor 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, lis pendens, attachments, acquisitions, requisitions and trusts of whatsoever nature.
- 5.4 **Scheme of Development:** Being desirous of developing the Said Land by way of raising a building complex thereat, the Vendor decided to construct, erect, develop and commercially exploit the Said Land by constructing a residential building complex on the Said Land comprising of residential apartments, collectively known as **Complex** and scheme for such development was formulated by the Vendor as follows:
- 5.4.1 **Development:** The Vendor shall develop the Said Land by constructing and completing the Complex thereon in all respects at its own costs and expenses.
- 5.4.2 **Sale of Land Share and Apartment by Vendor:** The Vendor shall enter into contracts for sale and transfer of the apartments in the Complex with such prospective allottees who have been allotted the apartments therein pursuant to their applications in that regard (**Intending Purchaser**) and shall also sell the undivided proportionate indivisible and impartible share in the Said Land attributable to such apartments constructed thereon to the Intending Purchaser.
- 5.4.3 **Grant of Powers:** In pursuance of the scheme formulated for development of the residential complex, the Vendor has:
- (a) **Plans Approval:** obtained approval of layout plans from the Dum Dum Municipality (**Authority**) vide Sanction Letter dated 4<sup>th</sup> June, 2018 for the construction of the Complex (**Plans**).
- (b) **Complex:** named the complex "**Shrachi Pearl**" which comprises of a single G + 4 (Four) building comprising of 48 [forty eight] residential Apartments. The expression Complex wherever used herein shall mean the complex named Shrachi Pearl comprising, *inter alia*, the Said Land and all the buildings and/or structures as have been constructed by the Vendor thereon as also all the

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

- 5.5 **Allotment to Purchaser:** Pursuant to an application made by the Purchaser herein for purchase of an apartment in the Complex, the Vendor by its letter dated \_\_\_\_\_ (**Allotment Letter**) agreed to allot in favour of the Purchaser, Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, and accepted by the Parties to be measuring carpet area of [ ] square meter ([ ] square feet), **Together With** Right to use and enjoy the open/covered car parking space measuring an area of [ ] square meter ([ ] square feet), 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 **subject further to** the Purchaser making payment of the agreed and settled price in the manner and by the installments mentioned in the Allotment Letter.
- 5.6 **Completion of Construction:** The Vendor has since completed construction of the Building comprised in the Complex in all respect and has accordingly obtained the Completion Certificate/Building Occupation Certificate.
- 5.7 **Calling Upon Purchaser to Take Possession:** Upon such completion of construction, the Vendor called upon the Purchaser to take possession of the Said Apartment 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 Common Portions and the Said Apartment made by the Vendor (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 Vendor has complied with all their obligations and that the Purchaser has no claim of whatsoever nature against the Vendor 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 Allotment Letter in favour of the Purchaser and the Purchaser requesting the Vendor 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, the Vendor doth hereby grant, sell, convey, transfer, assign and assure the following:-

- (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 **Green** 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 **Green** colour thereon,
  - (c) **Land Share:** The undivided, proportionate, indivisible and impartible share in the land contained in the Said Land containing in total by estimation an area of 1 Bigha 7 Cottahs 6 Chittacks more or less equivalent to about 45.1688 decimals in Plot no. 2323 under R.S. Khatian no. 1071 at Mouza Dum Dum Cantonment, J.L. no. 13, District North 24 Parganas also known as Premises no. 44/14, K.B. Sarani (earlier Mall Road), P.S. Dum Dum under Ward no. 21 of Dum Dum Municipality, more fully described in the **1<sup>st</sup> Schedule** hereto, as be attributable to the Said Apartment,
  - (d) **Share In The Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the Common Portions, described in 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 Common Portions and the Vendor 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 Vendor 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 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 Common Portions described in the 3<sup>rd</sup> Schedule below, 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 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 Vendor and/or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendor and/or its respective successors-in-interest or assigns by reason of any default of the Purchaser.

**9. Possession:**

**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 Vendor to the Purchaser, which the Purchaser admits, acknowledges and accepts.

**10. Outgoings:**

**Vendor 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 Vendor 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:**

**Purchaser Entitled:** The Vendor hereby covenants 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 Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

**12. Further Acts:**

**Vendor to do:** The Vendor hereby covenants that the Vendor 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 Agreement for Sale:** All terms and conditions contained in the Agreement for Sale shall be deemed to be included and be a part of this Conveyance and in case of contradiction of terms and conditions of the Agreement for Sale with those contained herein, the terms and conditions of this Conveyance shall prevail.

13.3 **Future Construction:** The Vendor shall be entitled to all future vertical or horizontal expansion/exploitation of the Building 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 Building and shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Building 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 Vendor is 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 Vendor 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 Vendor:**

13.4.1 The Vendor 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 Building and/or other areas in the Building and/or Complex without being required to pay any charges for the same to the Intending Purchases 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 Vendor exclusively.

13.4.2 The Vendor 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 Vendor 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 Building 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)**

**ALL THAT** the piece and parcel of land containing in total by estimation an area of 1 Bigha 7 Cottahs 6 Chittacks more or less equivalent to about 45.1688 decimals in Plot no. 2323 under R.S. Khatian no. 1071 at Mouza Dum Dum Cantonment, J.L. no. 13, District North 24 Parganas also known as Premises no. 44/14, K.B. Sarani (earlier Mall Road), P.S. Dum Dum under Ward no. 21 of Dum Dum Municipality, delineated on the **Plan A** annexed hereto and bordered in **Green** colour thereon and butted and bounded as follows:

<b>On the North</b>	:	By _____ ;
<b>On the East</b>	:	By _____ ;
<b>On the South</b>	:	By _____ ; and
<b>On the West</b>	:	By _____ .

**2<sup>nd</sup> Schedule**

**Part-I**

**(Said Apartment)**

Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, complete with all fixtures and fittings (sanitary and electrical) and accepted by the Parties to be equivalent to total carpet area of ..... square feet or ..... square meter and further equivalent to super built-up area of [\_\_\_\_\_] square meter ([\_\_\_\_\_] square feet), built with tiles floor in the Building being a part of the Complex named as '***Shrachi Pearl***' constructed on the land measuring more or less 1 Bigha 7 Cottahs 6 Chittacks more or less equivalent to about 45.1688 decimals in Plot no. 2323 under R.S. Khatian no. 1071 at Mouza Dum Dum Cantonment, J.L. no. 13, District North 24 Parganas also known as Premises no. 44/14, K.B. Sarani (earlier Mall Road), P.S. Dum Dum under Ward no. 21 of Dum Dum Municipality. The Said Apartment is delineated on the **Plan B** annexed hereto and bordered in **Green** colour thereon.

**Part-II**

**(Said Parking Space)**

Right to use and enjoy \_\_ (\_\_\_\_\_) open/covered car parking space no. \_\_\_\_\_ measuring an area of [\_\_\_\_\_] square meter ([\_\_\_\_\_] square feet). The Said Parking Space is delineated on the Plan C annexed hereto and bordered in Green colour thereon.

**Part-III**

**(Said Apartment And Appurtenances)**

**[Subject Matter of Sale]**

Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, complete with all fixtures and fittings (sanitary and electrical), and accepted by the Parties to be equivalent to total carpet area of ..... square feet or ..... square meter and further equivalent to super built-up area of [\_\_\_\_\_] square meter ([\_\_\_\_\_] square feet), built with tiles floor in the Building being a part of the Complex named as '***Shrachi Pearl***' constructed on the land measuring more or less 1 Bigha 7 Cottahs 6 Chittacks more or less equivalent to about 45.1688 decimals in Plot no. 2323 under R.S. Khatian no. 1071 at Mouza Dum Dum Cantonment, J.L. no. 13, District North 24 Parganas also known as Premises no. 44/14, K.B. Sarani (earlier Mall Road), P.S. Dum Dum under Ward no. 21 of Dum Dum Municipality **Together With** Right to use and enjoy the open/covered car 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** an 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 **Green** colour thereon as be attributable to the Said Apartment **And Together With** an undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building, as also as are common between all the Intending Purchasers of the Complex, described in 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**

#### **(Common Portions)**

1. Staircase & mumty room
2. Lift, lift pit & machine room
3. Lobby area
4. Electrical room
5. Common toilet at ground floor
6. Drive way
7. Septic tank
8. Common sewerage system & pipe lines
9. Main entrance gate of the project
10. Under ground water reservoir
11. Common corridor in each floor
12. Overhead water reservoir
13. Electrical shaft & plumbing shaft
14. Common area electrical lines & fittings
15. Landscape area

### **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 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 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 Common Portions.
3. **Staff:** The salaries of and all other expenses of the staff to be employed for the 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 Vendor until handing over to the Maintenance Body.
5. **Insurance:** Insurance premium and other expenses for insuring the Building and/or the 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 Common Portions.
9. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the 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 Vendor 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 Common Portions.

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

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

The Purchaser and the other Intending Purchaser shall allow each other, the Vendor 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 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 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 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 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 Common Portions.
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 Building 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 Common Portions (**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 Common Portions.
5. The Common Portions and facilities provided exclusively for the Intending Purchasers of the Building as described in 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 the apartments in the Building and shall be used and enjoyed by them in common amongst themselves.
  6. 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 Common Portions and also the Purchaser along with the other allottees of the Building shall use the 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 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.
  7. The right of user of the Purchaser of the 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.
  8. 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 Vendor or any of them may suffer in this regard.
  9. The Purchaser agrees, undertakes and covenants not to obstruct or hinder any future development and/or future vertical or horizontal expansion/exploitation of the Building and/or making of additional/further constructions in the Complex by the Vendor in any manner whatsoever including by raising of additional floors/storeys/constructions over the roof of the Building and not to obstruct the shifting of the common facilities and installations to the ultimate roof for such purpose.
  10. 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/building 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.
  11. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Vendor 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 Vendor also against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Vendor relating to the above.

- 12. 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 will be those whose user rights are not earmarked for specific persons or for specific purposes.
- 13. The Purchaser agrees, undertakes and covenants to not object to any change and/or variation in the Land Share, Common Portions that may result due to further/additional constructions and development being made on the roof of the Building 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 Vendor from time to time.

**15. Execution and Delivery:**

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

\_\_\_\_\_  
( \_\_\_\_\_ )  
**[Vendor]**

\_\_\_\_\_  
( \_\_\_\_\_ )  
**[Purchaser]**

**Witnesses:**

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____

**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned 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.

\_\_\_\_\_  
**[Vendor]**

**Witnesses:**

Signature _____	Signature _____
Name _____	Name _____



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Between

GNB Logistics LLP  
... Vendor

And

\_\_\_\_\_ & Anr.  
... Purchaser

CONVEYANCE

Apartment No. \_\_\_\_\_  
\_\_\_\_\_ Floor  
Shrachi Pearl