

## CONVEYANCE

1. Date: \_\_\_\_\_

2. Place: Kolkata

3. Parties:

**ADYAMA COMPLEX PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 and having its registered office at 14/4/2, Mackenjee Lane, P.S-Golabari, District-Howrah, [PAN AAGCA3276K] Herein represented by its Director **SHRI SANJOY GUPTA**, son of Late Shivshanjkar Prasad Gupta, by Faith Hindu, by occupation Business, and residing at 14/4/2, Mackenjee Lane, P.S-Golabari, District-Howrah, being represented by their Constituted Attorney "**BENGAL GHG NIRMAN PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, as amended till date, having its registered office at 80, Bentinck Street, Kolkata – 700 001, Post Office and Police Station Hare Street (**PAN – AADCB1648R**), represented by its Directors**1) SRI RAJIV KUMAR GUPTA**, son of Sri Hiralal Gupta, by faith Hindu, by occupation Business, residing at 10/2A, Alipore Park Place, Post Office and Police Station Alipore, Kolkata – 700 027 (**PAN – PAN – ADWPG0176E**) by virtue of a Development Power of Attorney which is **recorded in Book no: IV, CD Volume no: 6, Pages 6617 To 6630 and being Document no: 03689, For the year 2014.** hereinafter referred to as the 'OWNERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

**And**

**BENGAL GHG NIRMAN PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, as amended till date, having its registered office at 80, Bentinck Street, Kolkata – 700 001, Post Office and Police Station Hare Street (**PAN – AADCB1648R**), represented by its Directors**1) SRI RAJIV KUMAR GUPTA**, son of Sri Hiralal Gupta, by faith Hindu, by occupation Business, residing at 80, Bentinck Street, Post Office and Police Station Hare Street, Kolkata – 700 001 (**PAN – PAN – ADWPG0176E**)

(**Promoter/Developer**,, which expression shall include its successors and assigns and/or assigns)

**And**

Mr/Ms. \_\_\_\_\_, son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_,  
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 super built-up area of \_\_\_\_\_ (\_\_\_\_\_ ) square feet, more or less and corresponding carpet area of \_\_\_\_\_ (\_\_\_\_\_ ) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green colour** on the Plan annexed hereto and marked as **Annexure "2"** (Said Apartment), in Block/Building No. \_\_\_\_\_ (Said Block/Building), being a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (Act), the West Bengal Housing Industry Regulation Rules, 2018 (Rules) and the West Bengal Housing Industry Regulation Act, 2017 (Regulations) with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration No. \_\_\_\_\_, the Real Estate Project is constructed on land measuring 65 (Sixty-five) Cottahs 8 (Eight) Chittacks more or less being mokorari mourashi bastu land, situated at Holding No. **26, 27 & 28, and since being renumbered as 26+27+28/1** Foreshore Road (corresponding to **Dag Nos.** 193, 206 & 207, under Khatian No. 39 of Mouza Shibpur, Sheet No. 94, J. L. No. 1), P. S. Shibpur, District Howrah, within the jurisdiction of Howrah Municipal Corporation Ward No. 36, 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). The Real Estate Project has been developed namely **Laxmi-Aquascape**.

**4.2 Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (Said Parking Space), if any.

**4.3 Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in **Schedule C** below (Common Areas).

**4.4 Said Apartment and Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, and 4.3 above, being the Said Apartment, the Said Parking Space (if any), and the Share In Common Areas, respectively which are collectively described in **Schedule B** below (collectively Said Apartment And Appurtenances)

## **5. Background**

**5.1 Ownership of Project Property:** WHEREAS one **ADYAMA COMPLEX PRIVATE LIMITED** is the sole and absolute owner of **ALL THAT** Land measuring 3 (Three) Bighas 19 (Nineteen) Cottahs, more or less being mokorari mourashi bastu land, situated at Holding No. **26, 27 & 28, and since being renumbered as 26+27+28/1** Foreshore Road (corresponding to **Dag Nos. 193, 206 & 207**, under Khatian No. 39 of Mouza Shibpur, Sheet No. 94, J. L. No. 1), P. S. Shibpur, District Howrah, within the jurisdiction of Howrah Municipal Corporation Ward No. 36, by purchase of 12 (Twelve) Deeds of Sale, all dated 17. 08. 2007, all registered in the Office of District Sub-Registrar, Howrah, being Deeds No. 07305, 07197, 07303, 07198, 07199, 07200, 07302, 07774, 07778, 07777, 07776, 07779 all for the year 2007 as 12 (Twelve) separate demarcated plots from the then owner BJM Industries Limited (Formerly known as Bengal Jute Mills Company Limited), having its office at 8, B. B. D. Bag (East), Kolkata – 700 001 on payment of valuable consideration and free from all encumbrances of whatsoever and howsoever nature;

The details pertaining to the title of the Owners to the Project Property are elucidated in the Title Reports issued by Amalsh Majhi, Advocates, copies whereof have been uploaded on the website of the West Bengal Housing Industry Regulatory Authority (collectively “Title Report”)

**5.2 Development Agreement:** For the purpose of developing and commercially exploiting the First Property i.e. the Real Estate Project or the Project or the Project Property by construction of the Said Complex thereon and selling various apartments/spaces therein (Apartments), the Owners entrusted the work of development of the First Property i.e. the Real Estate Project or the Project or the Project Property to the Developer, on the terms and conditions recorded in 1 (one) separate development agreements i.e. the Development Agreement dated **20<sup>th</sup> May, 2014 at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: I, CD Volume no: 9, Pages 9178 To 9228, and being Document no: 04437. For the year 2014.** (“Development Agreement”). In terms of the Development Agreement, the Promoter/Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the Units, parking spaces and other saleable

spaces in the Said Block/Building/the Project Property/the Project Property and to appropriate the entire consideration therefore.

**5.3 Real Estate Project:** The Project Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces. The development of the Said Complex inter alia consists of

**“2 (Two) Towers of 18 (Eighteen) storied each over the Ground Plus Two Storied Structure as mentioned below:-**

**Block-I – “ South Block ”**

**Block-2- “ North Block “**

of the residential Blocks/Buildings (as mentioned above), are presently being developed as of the Whole Project and registered as a ‘real estate project’ with the Authority, under the provisions of the Act ,the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued there under from time to time.

**5.4 Sanction of Plans:** The developer obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Building) from the competent authority, which has been developed by the promoter as the present Real Estate Project. The Promoter strictly followed the rules and plans approved by 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 Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

**5.6 Announcement of Sale:** The Developer formulated a scheme and announced sale of Apartments and parking spaces to prospective purchasers (Transferees).

**5.7 Application and Allotment to Buyer:** The Buyer, intending to be a Transferee, upon full satisfaction of the Owners’ title and the Developer’s authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Developer has allotted the same to the Buyer, who in due course entered into an registered agreement for sale dated \_\_\_\_\_ registered in the office of \_\_\_\_\_, recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, at pages \_\_ to \_\_, being Deed No. \_\_\_\_\_, for the year \_\_\_\_ (Said Agreement) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.

**5.8 Construction of Said Block/Building:** The Developer has completed construction of the Said Block/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:

**5.11 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) It is thereby clarified for the sake of brevity that the Block-“C” shall consist of a Common Ground plus 18 (Eighteen) storied Structure followed by 2 (Two) separate Towers of 18 (Eighteen) storied each** are presently being developed as a Project and proposed as a “real estate project” **on land measuring an area of 65 ( Sixty five) cottahs and 8 ( Eight) chittacks more or less** being constructed on the First Property constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon the said 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.

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

**(iii) 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.

(iv) **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.

(v) **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- (i) by way of additional apartments and/or additional floors on the Said Block/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 Block/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 Block/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 Block/Building being affected by such construction. The Buyer hereby agrees to give all facilities and co-operation as the Promoter/Developer may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter/Developer as aforesaid.

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

**5.12.3 Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the right, title and interest of the Buyer is 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 Block/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 Here by Made:** The Owners and the Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in **Schedule B** below, being:

**6.1.1 Said Apartment:** The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_ floor, having super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and corresponding carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2", in Block/Building No. \_\_\_\_\_, being a part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on \_\_\_\_\_ under registration No. \_\_\_\_\_, the Real Estate Project is constructed on the Project Property as shown in Blue colour boundary line on the Plan annexed and marked as Annexure "1" hereto and more particularly described in Schedule A- below, being land measuring 65 (Sixty-five) Cottahs, 8 (Eight) Chittacks more or less being mokorari mourashi bastu land, situated at Holding No. **26, 27 & 28, and since being renumbered as 26+27+28/1** Foreshore Road (corresponding to **Dag Nos.** 193, 206 & 207, under Khatian No. 39 of Mouza Shibpur, Sheet No. 94, J. L. No. 1), P. S. Shibpur, District Howrah, within the jurisdiction of Howrah Municipal Corporation Ward No. 36,

**6.1.2 Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in **Schedule B** below, if any.

**6.1.3 Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in **Schedule 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 Block/Building and the Said Apartment And Appurtenances;

(b) The sanctioned plans sanctioned by the HMC;

(c) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

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

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

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

**8.3.2 Absolute:** absolute, irreversible and in perpetuity.

**8.3.3 Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debutters, 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 Block/Building, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartment in the Said Block/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 Corporation Tax, surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Apartment And Appurtenances.

**8.4.2 Payment of Monthly Subscription, User Charge for Said Club:** the Buyer regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter/Developer.

**8.4.3 Payment of Maintenance Charge:** the Buyer regularly and punctually paying proportionate share (Maintenance Charge) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule F below** (collectively Common Expenses/Maintenance Charge).

**8.4.4 Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the **Schedule E below**.

**8.4.5 Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owners and the Promoter/Developer and/or their successors-in interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in interest by reason of any default of the Buyer.

## **9. Possession**

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

## **10. Outgoings**

**10.1 Payment of Outgoings:** All municipal Corporation 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 Whole Project and/or the Project Property. The Buyer is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/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/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer 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 200 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the 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** divided and demarcated piece and parcel of land measuring 65 ( Sixty Five) Cottahs and 8 (Eight) Chittacks more or less formed out of the lands measuring a total land area of, 3 (Three) Bighas 19 (Nineteen) Cottahs, mokorari mourashi bastu land together with structures standing thereon, situated at Holding No. **26, 27 & 28, and since being renumbered as 26+27+28/1** Foreshore Road (corresponding to **Dag Nos.** 193, 206 & 207, under Khatian No. 39 of Mouza Shibpur, Sheet No. 94, J. L. No. 1), P. S. Shibpur, District Howrah, within Howrah Municipal Corporation Ward No. 36, together with all other rights of easement attached thereto, butted and bounded as follows:

**ON THE NORTH** : By remaining part of premises no: 26, 27 & 28 Foreshore Road

**ON THE SOUTH** : By balance land measuring 13 (Thirteen) cottahs and 8 (Eight)

chittacks belonging to Block-A & Block-B.

**ON THE EAST** : Foreshore Road;

**ON THE WEST** : Bengal Jute Mills Godown.

**SCHEDULE 'B'**  
**(Said Apartment And Appurtenances)**

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

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

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

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

**SCHEDULE 'C'**  
**(Common Areas Of the Real Estate Project)**  
**(Which Are Part Of the Real Estate Project)**

The owner of the land, prospective purchasers, society or syndicate or Association shall allow each other the following easement and quasi-easements rights privileges etc.

- i) Land under the said building described in the Schedule herein before.
- ii) All sides spaces, open spaces, paths, passages, drains ways in the land of the said building/complex .
- iii) General lighting of the common portions and space for installations of electric meter in general and separate.
- iv) Drains and sewers from the building in the Municipal connection drains and/or sewerage.
- v) Stair case and staircases landing.
- vi) Lobbies in each floor.
- vii) Common septic tank.
- viii) Common water pump.
- ix) Common water reservoir.
- x) Water and sewerage eviction from the pipes of the every units, to drain and sewerage common to the said building.
- xi) Common electric line.
- xii) Lift facilities.
- xiii) Durwan and/or caretakers room , Meter Room ,common toilets
- Xiv) The boundary walls, entrances and exit points of the Premises, all passages and open spaces of the Premises required to be kept open under the law, Common space and/or spaces including the space meant Security Guards or any other space, utility or services as may mutually decide without affecting any one's individual rights or title.
- XV) All common installations, connections and serving facilities including water courses, ferrule, electrical power supply, common lights, telephone D. P. sewerage and water drains, gutters, pipes, cables, conduits, connections and common electrical wiring.
- xvi) Cost of Maintenance of Gardens in the buildings, community hall, Gymnasium, Lounge areas, Fire fighting equipments, Lobby maintenance,

XVII) Entrance and exit gates of the block, Paths passages and open spaces in the building other than those reserved by the Developer for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-owner.

Driveway in the ground floor of the complex.

Lift with lift shaft and the lobby in front of it on typical floors and lift machine room the stairs leading to the roof thereof and the ultimate Roof .

Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator room in the ground floor of the complex.

Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the block.

Drivers Rest Area and Security Surveillance Area on Ground and First Floor of the complex .

Underground water reservoir for municipal water with a pull on pumps installed thereat for the block.

Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the block and from the block to the municipal drain.

Common bathroom with W.C. and common toilets in ground floor & First Floor of the Blocks/complex .

Room for Darwan/Security guard, caretaker's office in the ground Floor.

Requisite arrangement of Intercom/EPABX with connection to each individual flat from the reception in the ground floor.

The Roof is reserved for the Developer and Adyama Complex Pvt. Ltd. ( Owner of land) only for the purpose of construction of additional floors/part floor/construction on a particular area of the Floor or otherwise as may be allowed by the Authorities and the ultimate open area of the roof shall form part of the common parts with rights to the purchaser to use the said roof.

**SCHEDULE 'D'**  
**(Whole Project Included Amenities)**

<b>Sr. No.</b>	<b>Said Project Included Amenities</b>
<b>1.</b>	Driveways, fire tender paths, walkways and Green landscaped garden with manicured grass, shrubs and seasonal flowers
<b>2.</b>	Central drainage & sewage pipeline and central water supply pipeline
<b>3.</b>	Swimming pool & Airconditioned and fully equipped gymnasium named " Aquata"
<b>4</b>	<b>Club ( To be used only by the Flat owners and their Guests accompanied with the Flat owners ),</b> health club, & First aid centre
<b>5</b>	Children's play area with equipment
<b>6</b>	Airconditioned community hall / Lounge hall named " Lotus"
<b>7</b>	Yoga and meditation Deck named " Aura"
<b>8</b>	Fire fighting equipments, Lounge areas, Lobby maintenance

**SCHEDULE 'E'**  
**(Covenants)**

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

- 1. Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 2. Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Conveyance. The Buyer has



examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the said Property and/or the said Project save and except the Said Apartment And Appurtenances.

- 3. Facility Manager:** The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Buyer shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the buyers of the Said Complex/Whole Project.
- 4. Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the HMC Tax, surcharge, levies, cess etc. (proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the Promoter/Developer/the Association (upon formation), 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/Developer /the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer /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/Whole Project Included Amenities
- 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 Block/Building and/or make other constructions elsewhere on the Said Complex and/or said Project and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Promoter/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 Block/Building/Real Estate Project (2) if the area of the Said Block/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 Said Complex shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex . 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 Block/Building, the Real Estate Project, the said Project and the Said Complex 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 Block/Building, the Real Estate Project, the said Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through

the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter/Developer or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/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 Block/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 Block/Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/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 Block/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, airconditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Conveyance.
- (j) **Trade Mark Restriction:** not to use the name/mark Laxmi Aquascape 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 Laxmi Aquascape
- (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 Block/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 Block/Building and/or the Said Complex/said Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/said Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any).
- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Facility Manager/the Association (upon formation) for the use of the Common Areas.

- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any
- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said Complex save at the place or places provided therefore provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Apartment.
- (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Buyer hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Buyer shall not raise any objection in any manner whatsoever with regard thereto and further the Buyer hereby confirms that the Buyer shall not violate any terms of the statutory requirements/fire norms.

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

**11.1.12 No Objection to Construction:** The Buyer has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/said Project in phases and to construct on other portions of the said Property and hence the Buyer has no objection to the continuance of construction in the other portions of the said Property/the Said Complex, even after the date of possession notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.

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

**11.1.14 Roof Rights:** A demarcated portion of the top roof of the Said Block/Building shall remain common to all owners of the Said Block/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 Block/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 Block/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 Block/Building

**11.1.15 Hoardings:** The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the 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.

## **12. Said Club:**

12.1 The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (Said Club), intended for use and enjoyment of

all buyers of the Whole Project. It is clarified that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer (2) the Buyer hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Project and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Project using all or part of the amenities and facilities provided in the Said Club.

**12.2 Membership Obligation of Buyer:** Membership of the Said Club being compulsory for all buyers of the Whole Project, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of Buyer(s) is more than 1 (one), as be nominated inter se among the Buyer(s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations and (3) the acceptance by the Buyer of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.

**12.3 Membership Scheme of Said Club:** The Buyer understands and accepts that (1) membership of the Said Club shall be open only to the Buyer of the Whole Project/Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) , membership is open only to individuals (i.e. no corporate membership) and if the Buyer is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force and (7) if a Buyer lets out his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Buyer.

**12.4 Facilities of Said Club:** The Buyer understands and accepts that the Promoter/Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club (including the absolute right to modify/alter the present sanction



plans pertaining to the Said Club) and the same may also be varied at the sole discretion of the Promoter/Developer.

**12.5 Commencement of Operation of Said Club:** The Promoter/Developer reasonably expects that the Said Club shall be made operational after the entirety of the Real Estate Project is completed and made ready. The Buyer understands and accepts that the date of possession the Said Apartment and/or Completion Date of the Said Block/Building have no connection and correlation with the Said Club becoming operational and the Buyer shall not raise any claim or objection in this regard.

**12.6 Club Manager:** The Buyer understands and accepts that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (Club Manager), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Buyer further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter/Developer and the buyers of the Said Complex shall have no right to replace the Club Manager.

**12.7 Membership Fee, Security Deposit and Monthly Subscription:** The Buyer understands and accepts that (1) the Buyer does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Buyer may have to pay separate amounts towards membership fee (2) the Buyer may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Buyer will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyer resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter/Developer and this shall be in addition to the Common Expenses/Maintenance Charges.

**12.8 User Charge:** The Buyer understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

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#### **SCHEDULE 'F' (Common Expenses)**

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecoration and renewing etc. of the Main structure and in particular the roof(only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and

enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space at the said premises, main entrance and exit gates, landings and staircases of the block and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the premises, compounds, etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems Deep Tube Well etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes(e.g) security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman, etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Developer or any agency looking after the common purposes and handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Unit).
6. **INSURANCE** : Insurance premium for insurance of the said premises hereinabove and also otherwise for insuring the same against earthquake, damages, fire, lightning mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds or replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER** : All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purpose.

**[ Other Common Expenses for Common Areas]**

1. Expenses of maintaining, cleaning, repairing, painting, redecorating, replacement, reconstruction, etc. of the Common areas and facilities and all and every amenities in the building/complex..
2. The cost of electricity charges for common facilities including lighting the Common passages, Car Parking Areas, Security Guards Room.
2. The cost of working, maintenance, repair, replacement of tube well, common equipment, lights, etc.
3. The costs of the salaries of caretakers, sweepers, personnel, as may be employed from time to time.
4. Capital or recurring expenditure for replacement, renovation, installations of all or any item comprised in the general common areas and facilities.
5. Capital or recurring expenditure for replacement and/or repair of such common utilities.

6. The costs of others as may be necessary and incumbent including creation of reserve fund, or otherwise.
7. All or any other areas as may be deemed to be common areas as stated by the Developer.

16. Execution and Delivery

16.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

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Authorized Signatory [Owners]

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Authorized Signatory [Promoter/Developer]

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Signature of Buyer

Drafted by:

Advocate  
, High Court, Calcutta

Witnesses:

Name \_\_\_\_\_ Name \_\_\_\_\_ -

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

Address \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

**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 [Promoter/Developer]

Witnesses:

Name : \_\_\_\_\_ Name : \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_