

CONVEYANCE

1. **Date :**
2. **Nature of document :**
3. **Parties :** Collectively the following which will include their respective successors-in-interest.
 - 3.1. **Owner: West Bengal Housing Board**, a statutory body corporate constituted under the West Bengal Housing Board Act, 1972 (W.B Act XXXII of 1972 together with up-to-date amendments of the Act) having its office at 105, Surendra Nath Banerjee Road, Kolkata-700014 hereinafter referred to as the “**Board**” (which expression shall include its successors-in-interest).
 - 3.2. **Developer: Bengal Shracchi Housing Development Limited**, a joint sector company having its registered office at ‘Shracchi Tower’, 8th Floor, 686, Anandapur, E.M.Bypass – R.B.Connector Junction, Kolkata – 700 106 hereinafter referred to as the “**Company**” (which expression shall include its successors-in-interest).
 - 3.3. **Purchaser :** -----
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.....
4. **Subject matter :** The “Composite Unit” being collectively the following :
 - 4.1. **Apartment :** Apartment No.....complete with all fixtures and fittings (sanitary and electrical), having a super built up area of square feet of thefloor, described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in colour **Green** thereon (**Said Apartment**) at Block..... (**Building**), Sector..... within a cluster of buildings forming High

Income Group Zone on a portion of land (**Emerald Isle Extension - HIG**), being a part of the complex commonly known as 'Greenwood Park Extension' (**Greenwood Park Extension Complex**) constructed on the land within Block IB in Mouza-Ghuni and Mouza-Jatragachi, Police Station Rajarhat, District-24 Parganas North, West Bengal (**Said Land**) described in the **First Schedule** below and delineated on **Plan-A** annexed hereto and bordered in **Red** thereon.

- 4.2. **Land Share** : Undivided, proportionate, indivisible and impartible share in the land contained in the said land as be attributable to the Said Apartment.
- 4.3. **Parking space** : Parking Space No.....in the ground floor of the Building, described in **Part-II** of the **Second Schedule** below and delineated on **Plan C** annexed hereto and bordered in colour **Orange** thereon (**Parking Space**).
- 4.4. **Share in the Building Common Portions** : Undivided, proportionate, indivisible and impartible share in the common areas, amenities, facilities and installations in the Building described in **Part-1** of the **Third Schedule below (collectively Building Common Portions)** as be attributable to the Said Agreement.
- 4.5. **Share in the Complex common portions** : Undivided, proportionate, indivisible share and/or interest in the areas, parts, amenities and facilities as are common between all the intending purchasers of the Greenwood Park Extension complex described in **Part-II** of the **Third Schedule** below (**collectively Complex common portions**) as be attributable to the Said Agreement.
- 4.6. **Other Appurtenances** : All other rights appurtenant to the Said agreement.

- 4.7. **Said Apartment and appurtenances** : The subject matter of this conveyance is 4.1., 4.2, 4.3, 4.4, 4.5 and 4.6 above, which are collectively described in **Part-III** of the **Second Schedule** below (collectively **Said Apartment and appurtenances**).
- 4.8. **Subject to** : The Purchaser abiding by and complying with all the mutual easements and quasi easements mentioned in **Fourth Schedule** and performing and fulfilling all the covenants, stipulations, conditions and obligations contained in **Fifth Schedule and Sixth Schedule** below.
- 4.9. **Where** : The term '**proportionate**' with all its cognate wherever used herein shall mean the proportion which the area of the apartment bears to the area of all the apartments in the building where it relates to the building common portions and the proportion which the area of the apartment bears to the area of all the apartments in the complex where it relates to the land, the complex and/or the complex common portions.

5. Background :

5.1. Acquisition of Motherland :

- 5.1.1. By Notification Nos. 1035-HI/HG/NTP/2L-4/99 (pt) dated 12th October, 2001 and 1121-HI/HG/NTP/2L-4/99 (pt) dated 26th November, 2001 published by the Government of West Bengal, Department of Housing transferred to West Bengal Housing Infrastructure Development corporation Limited (**HIDCO**), a Government company under the Housing Department approximately 90.22 acres of land for the purpose of New Town Project comprised in Mouza-Ghuni, J.L.No.23 and Mouza-Jatragachi, J.L.No.24, Police Station-Rajarhat, District 24 Parganas North.

- 5.1.2. The Government of West Bengal decided to re-allot a portion of aforesaid land measuring approximately 3 (three) acres to the Board for the purpose of Social Housing Schemes.
- 5.1.3. By letter no.1778/HIDCO/Adim/2004 dated 21st May, 2004; WB-HIDCO has given its objection and has agreed to re-alienate the land in favour of the Government for necessary re-allotment to the Board.
- 5.1.4. By Notification Nos. 279-HI/HG/NTP/2L-9/99 (pt) dated 28th May, 2004 by the Government of West Bengal, Department of Housing, (P&D) Branch, under Section 29(1) of the West Bengal Board Act, 1972, the Government of West Bengal transferred absolutely to the Board approximately 3 (three) acres of land in a township named "New Town Kolkata" comprised in Mouza-Ghuni, J.L.No.23 and Mouza-Jatragachi, J.L.No.24, Police Station-Rajarhat, District 24 Parganas North **(Mother Land)**.
- 5.2. **Ownership of Motherland** : In the circumstances, the Mother Land stood transferred to and vested in the Board absolutely and forever and possession of the Mother Land was also received by the Board.
- 5.3. **Agreement** : The Board being desirous to develop the land (defined above), being a portion of the Motherland, by an agreement dated 13th September, 2004 ("**Said Agreement**") appointed the company as a Developer for construction of a housing complex in the said land comprised inter alia residential apartments for high income group (**Emerald Isle Extension-HIG**), middle income group (**Palm Grove Extension-MIG**), from lower income group (**Purple Town Extension-LIG**) collectively known as "**Greenwood Park Extension Complex**" and

handed over possession of the land to the company. The development agreement inter alia stipulated that :

- a) The Company, at its own costs and expenses, would construct a housing complex at the land comprising of residential apartments for people from high-income groups, middle-income groups and lower-income groups.
- b) The Company would be entitled to enter into agreements with the prospective purchasers for sale and transfer of the apartments on such terms and conditions as deemed fit.
- c) The owner would join in the conveyance for selling and transferring the apartments to the purchaser.

5.4. **Power:** In pursuance of the said agreement, the Board had granted a Power of Attorney to the company dated 13th September, 2004 pursuant to which the company had a plan (the '**Plan**') prepared for the complex and obtained approval of lay out plan from West Bengal Housing Infrastructure Development Corporation (**HIDCO**) for construction of Greenwood Park Extension Complex.

5.5. **Construction:** The Developer has since completed construction of the complex being Greenwood **Park Extension Complex** consisting of 5 (five) buildings [G+11 – two buildings and G+3 – three buildings] comprising flats for high income group (**Emerald Isle Extension-HIG**), 1 (one) building [G+8] comprising flats for middle income groups (**Palm Grove Extension -MIG**), 1 (one) building [G+3] comprising flats for lower income group (**Purple Town Extension -LIG**) collectively known as "**Greenwood Park Extension Complex**".

5.6. **Sale of composite units:** Pursuant to an application made by the Purchaser for purchasing the composite unit, the Developer had agreed to

provisionally allot (the “**Allotment**”), the composite unit to the Purchaser provided the Purchaser agreed to and complied with all the terms and conditions of the Allotment and made payments of the settled price in the manner and by the installments mentioned in the Allotment.

5.7. **Sale of Land Share by Board:** The Board shall sell the undivided proportionate share in the said land attributable to the apartments to such prospective allottees who are selected by the company for allotment of the apartments (**Intending Purchasers**).

5.8. **Completion of construction:** The Company has since completed construction of the Greenwood Park Extension Complex.

5.9. **Satisfaction and Possession:** Upon completion of construction and the Purchaser having complied with all the terms and conditions of the Allotment and making payment of the agreed price in the manner contained in the Allotment, the company had called upon the Purchaser to take possession of the Composite Unit and the Purchaser had taken possession thereof upon fully satisfying himself/herself/themselves about the title to the land, the plan and the construction of the apartment and the parking space.

5.10. **Completion of Sale :** At the request of the Purchaser, the Owner and the company (collectively – the “**Transferors**”) are hereby completing the sale in respect of the Composite Unit in favour of the Purchaser.

6. Now this deed witnesses:

6.1. **Transfer Hereby Made:** In pursuance of the Provisional Allotment Letter in favour of the Purchaser and the Purchaser requesting the Board and the Company to convey/grant the Said Apartment And Appurtenances, described in **Part-III** of the **Second Schedule** hereto

and in consideration of the Purchaser agreeing to observe and perform the specific covenants, stipulations, restrictions and obligations mentioned hereafter.

6.1.1. **By Board:** the Board doth hereby grant, sell, convey, transfer, assign and assure and the Company doth hereby confirm, unto the Purchaser.

(a) **Land Share:** the undivided, proportionate, indivisible and impartible share in the land contained in the land within Block IB in Mouza Ghuni and Mouza Jatragachi, Police Station Rajarhat, Dist 24 Parganas North, West Bengal, described in the **1st Schedule** hereto, attributable to the Said Apartment.

6.1.2 **By Company:** the Company doth hereby grant, sell, convey, transfer, assign and assure and the Board doth hereby confirm unto the Purchaser the Said Apartment, the Parking Space, the Share in The Building Common Portions, the Share in The Complex Common Portions and the Other Appurtenances, being the:

(a) **Said Apartment:** Said Apartment, described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in colour **Green** thereon,

(b) **Parking Space:** Parking Space, described in **Part-II** of the **2nd Schedule** hereto and delineated on **Plan C** annexed hereto and bordered in colour **Orange** thereon,

(c) **Share In The Building Common Portions:** undivided, proportionate, indivisible and impartible share and/or interest in the Building Common Portions, described in **Part-I** of the **3rd Schedule** hereto, as be attributable to the Said Apartment,

(d) **Share In The Complex Common Portions:** undivided proportionate, indivisible and impartible share and/or interest in the Complex Common Portions, described in **Part-II** of the **3rd 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 transfer of the Said Apartment And Appurtenances is being made in consideration of a total sum of Rs. _____ /- (Rupees _____ only) (**Consideration**) which includes (i) the consideration received by the Board through the Company towards price of the land share and (ii) The consideration received by the Company towards price of the Said Apartment, the Parking Space, the Share In The Building Common Portions and the Share In The Complex Common Portions and the Board and the Company hereby and by the Receipt and Memo 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 is fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition,

query, clarification or objection regarding the same and also further waives the right, if any, to do so:

(a) The right title and interest of the Board and/or the Company in respect of the Greenwood Park Extension Complex, and the Said Apartment And Appurtenances;

(b) The Plans as approved by West Bengal Housing infrastructure Development Corporation limited (**HIDCO**);

(c) The design, layout, accommodation, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the Building, the Building Common Portions, the Complex Common Portions and the Said Apartment including the quality, specifications, materials, workmanship and structural stability thereof.

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

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

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

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

8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts,

prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

8.2.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Building Common Portions and the Complex Common Portions described in **Part-I** and **Part-II** of the **3rd Schedule** below, respectively in common with the Intending Purchasers.

8.2.5 **Other Rights:** together with all other rights appurtenant to the Said Apartment And Appurtenances.

8.3. **The Purchaser shall :**

8.3.1. **Easements and quasi easements :** Abide by and comply with the mutual easements and restrictions mentioned in **Fourth Schedule** below.

8.3.2. Payment of common expenses : Pay proportionately the common expenses mentioned in **Fifth Schedule** below. (Collectively '**common expenses**').

8.3.2. **Observance of Covenants :** Perform and fulfill all the covenants, stipulations, conditions and obligations as mentioned in **Sixth Schedule below, (collectively 'covenants')**.

8.3.3. **Indemnification by Board:** indemnification by the Board and the Company about the correctness of their title.

8.4 **Indemnification :-**

8.4.1. **Indemnification by Board :** Indemnification by the Board about the correctness of their title.

8.4.2. **Indemnification of company :** The Company hereby indemnifies and covenants that the Company 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 and/or successors-in-interest 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.

8.4.3. **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 Board and the Company and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Board and the Company and/or their successors-in-interest by reason of any default of the Purchaser.

9. Possession:

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

10. Outgoings:

10.1 **Company to Bear:** All taxes, surcharge, 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 Company and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances shall be borne, paid and discharged by the Purchaser from the Possession Date.

11. Holding Possession:

11.1 **Purchaser Entitled:** The Company and the Board hereby covenant that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Company or the Board or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Company or the Board.

12. General:

12.1 **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.

12.2 **Inclusion of General Terms and Conditions:** All terms and conditions contained in the General Terms and Conditions shall be deemed to be included and be a part of this Conveyance and in case of contradiction of terms and conditions of the General Terms and Conditions with those contained herein, the terms and conditions of this Conveyance shall prevail.

13. Interpretation:

13.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

13.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

13.3 **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.

13.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

First Schedule (Said Land)

All that the piece and parcel of land measuring approximately 2.10 (two point one zero) acres at Mouza Ghuni, J.L. No. 23 and 0.90 acres at Mouza Jatragachi, J.L. No. 24, both under Police Station Rajarhat, Sub-Registry Office: Bidhannagar, District 24 Parganas North, West Bengal. Total land measuring approximately 3 (three) acres together being HIDCO Premises No. 02-101 within Block IB, delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

ON THE NORTH : By Link Canal;

ON THE EAST : By Street No.101, 110;

ON THE SOUTH : By HIDCO Plots and Street No. 1-6;

ON THE WEST : By Bagjola Canal and HIDCO plot;

Second Schedule

Part-I

(Said Apartment)

Apartment No.____, complete with all fixtures and fittings (sanitary and electrical), having ___ square feet, approximately on the _____ side of the _____ floor and delineated on **Plan B** annexed hereto and bordered in colour **Green** thereon, at Tower ___ of a cluster of buildings at Emerald Isle-HIG, being a part of 'Greenwood Park Extension' constructed on the land within Block IB of New Town Project at Mouza Ghuni and Jatragachi, Police Station Rajarhat, District 24 Parganas North, West Bengal.

Part-II

(Parking Space)

Parking Space No. ___ in the ground floor of the Building, delineated on **Plan C** annexed hereto and bordered in colour **Orange** thereon.

Part-III

(Said Apartment And Appurtenances)

[Subject Matter of Sale]

Apartment No.____, complete with all fixtures and fittings (sanitary and electrical), having _____ square feet, approximately on the _____ side of the _____ floor, described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in colour **Green** thereon, at Tower _____ of a cluster of buildings forming Emerald Isle-HIG within the complex commonly known as

'Greenwood Park Extension' constructed on the land within Block IB of New Town Project at at Mouza Ghuni and Mouja Jatragachi, Police Station Rajarhat, District 24 Parganas North, West Bengal **together with** undivided, proportionate, indivisible and impartible share in the land contained in the Said Land, described in the **1st Schedule** hereto and delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon as be attributable to the Said Apartment **and together with** parking space No. ____ in the ground floor of the Building, described in **Part-II** of the **2nd Schedule** hereto and delineated on **Plan C** annexed hereto and bordered in colour **Orange** thereon **and together with** undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building, described in **Part-I** of the **3rd Schedule** hereto, as be attributable to the Said Apartment **and together with** undivided proportionate, indivisible and impartible share and/or interest in the areas, parts, amenities and facilities as are common between all the Intending Purchasers of the Greenwood Park Extension Complex, described in **Part-II** of the **3rd Schedule** hereto, as be attributable to the Said Apartment **and together with** all other rights appurtenant to the Said Apartment.

Third Schedule

Part-I

[Building Common Portions]

1. The following shall be the common portions, parts and equipments of the Building subject however to the reservations and exceptions contained in Clause 2 of this Schedule:
 - 1.1 Roof:** The roof and/or terrace above the top floor of the Building including light fittings, fixtures etc.
 - 1.2 Passages and lobbies:** All the common passages, corridors and lobbies in the Building and its entrance lobby.

- 1.3 Staircase :** The stair cases of the building including the stair headroom.
- 1.4 Lifts:** The 2(two) lifts together with their installations and spaces in which the same are installed and the lift machines rooms at the top of each lift.
- 1.5 Community Hall/Lounge:** The community hall/lounge in the Ground Floor of the building being “**Palm Grove Extension**” having built up area of about 600 sq.ft. together with all its fittings and fixtures to be used in common with only the residents of “**Emerald Isle Extension** ” but not of those of “**Purple Town Extension**”.
- 1.6 Children Play Area:** The covered area in the Ground Floor meant for playing of the children of the building together with all its fixtures and fittings including A.C. Machine(s) and play equipments.
- 1.7 Gymnasium :** The covered space in the Ground Floor of the building where the gymnasium is set up together with all the Gymnasium equipments, fittings and fixtures there at including A.C. Machine(s)
- 1.6 Electrical:** The entire electrical installations, cables and equipments for providing electricity to the Building and the spaces in the Building where the same are installed including the spaces where the electrical meters and electrical panels are installed as well as the light fixtures at the lift lobbies, staircase, lobbies, corridors and other common areas of the Building.
- 1.7 Water:** The entire spaces, rooms, equipments, tanks, reservoirs and pipes for supply of water to the Apartments.
- 1.8 Drainage:** All drains, sewers, ducts and pipes for common facilities of the Apartments.
- 1.9 Walls:** All outer walls of the Building, the boundary walls, main gate and shutters provided to the common entrances and outer portions of the walls of the Apartments on the common passages.
- 1.10 Firefighting and alarm system:** All the equipments, pipes and other fittings and fixtures meant for extinguishing fire in the Building including fire

extinguishers, fire panels, hooters, talk back/speaker system/MBGs, hose reels, hydrants, etc.

- 1.11** Landscaped between “**Palm Grove Extension**” and “**Purple Town Extension**” with play equipments, light fixtures etc. to be used in common with the residence of “**Palm Grove Extension**” and “**Purple Town Extension**”
2. It is clarified that notwithstanding anything contained elsewhere herein, all pipes cables and drains, exclusive to or in any of the Apartments, shall not be deemed to be comprised in the Building Common Portions.

Part-II
[Housing Complex Common Portions]

1. **Open Space:** All green spaces with all trees, bushes, shrubs, flowerbeds, landscape lights, etc. and all open areas forming an integral part of the Complex.
2. **Generators:** The 2 (two) diesel generator sets of 160 KVA each with all the panels together with the space where the same is installed and its other accessories.
3. **Internal Roads:** Metalled roads finished with carpet and seal-coat cover over W.B.M. including pathway (brick /concrete/tile), if any, and driveways.
4. **Drainage:** All drains, sewers and pipes for common facilities of all the buildings in the Complex.
5. **Electricals:** The entire electrical installations, cables and equipments for providing electricity to the Buildings and the Complex over, passing over or under the Land where the same are installed including generator for Common Portions and/or supply to the Apartment if so provided.
6. **Water:** The entire spaces, rooms, equipments, tanks, reservoirs and pipes for supply of water to all the buildings in the Complex, including the pump(s), the motor(s), control panel and the room(s) housing them.
7. **Sub - Station:** Sub-station room with all equipments, machinery and fittings.

8. **Gate complex:** The boundary wall of the Complex, its gates and the security room(s).
9. **Facility Manager's Office:** The Room in the ground Floor of the Emerald Isle Extension Building to be used as office of the Association for the Complex and Facility Manager together with all its fittings and fixtures/furnitures. [The other two rooms measuring about 120 sq.ft each also in the ground floor of the Emerald Isle Extension Building shall be used solely by the Facility Manager for storing various equipments and other usages for the Facility Manager's staffs]
10. **Borewell:** One borewell including pumps, pipelines, cables, etc.
12. **Fire fighting System (common):** The system comprising of fire pumps, jockey pump, pipelines, yard hydrants, hose reel boxes, hydrant valves, electrical panels, etc complete.
13. **Other:** Such other common parts, areas equipments, installations, fittings, fixtures toilets and spaces, both open and covered, if any, in or about the Complex as are necessary for the common use and enjoyment of the Co-Owners, the spaces where the same are installed as well as all constructed portions of the Complex not forming part of any particular Apartment.

Fourth Schedule **[Easements & Restrictions]**

The Co-Owners shall be bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective Apartments, the Parking Spaces, if any, and over the Common Portions.
2. The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through each and every portion of the Complex including all the Apartments therein.

3. The right of support, shelter and protection of each portion of the Building by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment and the Parking Space, if any, or necessary for the exclusive use or enjoyment thereof by the Co-Owners in common with each other subject however to the conditions in **Fourth Schedule**.
5. The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Complex, including all the Apartments for repairs at day time upon giving 48 (forty-eight) hours prior notice to the person affected thereby *provided however* that no prior notice or timing shall be required in emergent circumstances.
6. None of the Apartments shall be partitioned by metes and bounds *provided that* there will be no restriction of sale of any part of the Apartment, which is independent of the others.
7. The Purchaser/s shall not:
 - 7.1 Make any internal addition, alteration and/or modification in or about the Apartment save in accordance with the Building Regulations and the Rules of the Association mentioned in **Schedule-D**.
 - 7.2 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Complex.
 - 7.3 Make any claim of any nature whatsoever with regard to any other areas open or covered, of or in the Building or the Complex besides the Apartment and the common enjoyment of the Common Portions.

Fifth Schedule
[Purchaser's/Purchasers' Covenants]

Part-I
[Specific Covenants]

1. The Purchaser/s shall not:

- 1.1 Claim any right over and/or in respect of the roof over Building as mentioned in Article 1.1 of **Part-I of Third Schedule**, or any open land in the Complex or in any other open or covered areas of the Building or the Complex but the Apartment and the Parking Space, if any.
- 1.2 Injure harm or damage the Common Portions or any of the other Apartments by making any alterations or withdrawing any support or otherwise.
- 1.3 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked there for by the Association.
- 1.4 Place or cause to be placed any article or object in the Common Portions.
- 1.5 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Building and/or the other buildings in the Complex.
- 1.6 Use the Apartment for any other purpose but for residential.
- 1.7 Use the Parking Space, if any, for any purpose other than for parking of cars or make any construction of whatever nature thereat.
- 1.8 Park or allow anyone to park any vehicle at any place in the Complex other than the Parking Space, if any, allotted to the Purchaser.
- 1.9 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Building save at the places provided or approved there for provided that this shall not prevent the Purchaser/s from displaying a small and decent name-plate outside the main door of the Apartment.
- 1.10 Do, keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Apartment or the Common Portions as may be injurious, nuisance or obnoxious to owners/occupiers of the other Apartments.

- 1.11 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Building or other parts of the Complex, without approval.
 - 1.12 Install any air-conditioner, except in the approved places.
 - 1.13 Shift or obstruct any windows or lights in the Apartment or the Building.
 - 1.14 Permit any new window, light opening, doorway, path, passage, drain or other encroachment or easement to be made in the Apartment without the prior consent in writing of the Developer and/or the Association.
 - 1.15 Affix box type grill or change the design or the place of the grills, the windows or the main door of the Apartment, without approval.
 - 1.16 Alter any portion, elevation or colour scheme of the Building, Complex or the Common Portions.
 - 1.17 Restrict the full and unrestricted enjoyment of the Easements described in **Fourth Schedule** to any of the Co-Owners or occupiers of any of the other Apartments.
 - 1.18 Question the quantum of any amount levied upon the Purchaser/s on any account herein contained by the Association mentioned in **Part- II** of this Schedule.
2. The Purchaser/s shall:
- 2.1 Pay the proportionate Common Expenses mentioned in **Part-IV** of this Schedule and also the respective shares of maintenance charges, levies, taxes and all outgoings related to the Apartment, the Building and the Complex within 7 (seven) days of being called upon to do so.
 - 2.2 Pay the Sales Tax, betterment and/or development charges and any other tax, duty, fee, levy or charge that may be imposed or charged, if any, in connection with construction or transfer of the Apartment, payable whether under any existing statute or promulgated hereinafter on and from the Possession Date.

- 2.3 Observe, perform and comply with the conditions mentioned in other parts of this **Schedule**.
- 2.4 Keep the Apartment, and the Parking Space, if any, and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.
- 2.5 Use the Apartment, the Parking Space, if any, and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.6 Use the Common Portions only for the purpose of ingress or egress, and for no other purpose whatsoever, unless approved.
- 2.7 Sign such forms, give such authorities and render such co-operation as may be required by the Association for common purposes and/or in the common interest of the Co-Owners and/or in way in pursuance thereof.
- 2.8 Wholly at its cost, in case it relates to the Apartment, or any part thereof, and proportionately in case it relates to the Common Portions of the Building or the Complex, make all alterations or additions as be required to be made in the Apartment, the Building, the Complex or any part thereof by any statutory body and/or otherwise and similarly pay all betterment fees and other similar levies and all other fees required to be paid in respect of the Apartment and/or user thereof including the change of user, if any, as may arise, accrue or be demanded at any time where it relates to after obtaining the Completion Certificate.
- 2.9 Pay, wholly in respect of the Apartment and proportionately in respect of the Building and the Complex, all costs, charges and expenses as may arise due to any reason whatever provided that the Purchaser/s shall have the right to claim reimbursement if the same be occasioned due to default by any other person.

- 2.10 Within 6 (six) months from the date of incorporation of the Association mentioned in Part-II of this Schedule, have all the licenses, permissions and/or sanctions including, but not restricted to, in respect of the lifts in the Complex transferred in the name of the Co-Owners.
- 2.11 Permit the Developer and, the Association after its formation, their respective surveyors, men, servants or agents, with or without workmen, at all reasonable time, to enter into the Apartment, or any parts thereof, to view and examine the state and condition thereof.

Part-II
[Association]

1. The Purchaser shall, within 30 days from receiving a request from the Developer, become a member of the Association of all the purchasers of Apartments in the Complex, formed or to be formed at the behest of the Developer for the maintenance and management of the Common Portions described in **Third Schedule**, the Building and other areas at the Complex.
2. The Purchaser shall assist the Developer in all respects in formation of the Association and for that purpose sign and execute the documents relating to the formation of the Association as prepared by the Advocates of the Developer.
3. The Association shall be owned and controlled by the Co-Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. It shall have such constitution as reasonably provided by the Developer at the initial stage and such constitution may provide for alteration of its constitution, arbitration of disputes between Co-Owners and regarding common user and certain important decisions to be taken by more than two-third of the Co-Owners.
4. The Purchaser/s shall accept, without any objection of any nature whatsoever, the rules and regulations of the Association (the "**Rules**"). The Rules shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

5. The Co-Owners may change, alter, add to or modify the Rules of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quite and peaceful enjoyment of the Apartments by their respective occupiers or for the mutual benefit of the Co-Owners or occupiers.
6. Notwithstanding anything contained elsewhere herein, the Purchaser/s shall bear and pay the day-to-day expenses of the Association, as determined by the Association, without any demur or delay.
7. The Purchaser/s shall:
 - 7.1 Diligently observe, perform and comply with the Rules.
 - 7.2 Co-operate with the Association and its other members in all its activities.
 - 7.3 Pay all the charges and fees of the Association, as are levied upon the Purchaser/s by the Association within the due dates thereof.
8. The Building and the Complex shall initially be managed and maintained by the Developer and thereafter by the Association.
9. The Developer shall not recognise any association of whatsoever nature or nomenclature formed by any of the Co-Owners without the participation of the Transferors and shall not have any right to represent any of the Co-Owners of the Complex. The maintenance of the Complex shall be made over to the Association by the Developer and upon such making over, the Association shall be responsible for the maintenance of the Building and the Complex.
10. At the discretion of the Association, the persons employed by it for the Management and Maintenance as mentioned in **Part-III** of this **Schedule** prior to handing over the same to the Association including, but not restricted to, watchmen, security staff, caretaker, liftmen and sweepers, may be employed and/or absorbed in the employment of the Association on such terms and conditions of employment which may be as subsisting with the Developer or otherwise.

11. Apportionment of any liability of the Purchaser in respect of any item of expense, taxes, dues, levies or outgoings payable by the Purchaser shall be done by the Developer or the Association whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.
12. The developer, and the Association after it, shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
13. The Developer and the Association after it, shall be entitled to withdraw withhold disconnect or stop all services, facilities and utilities to the Purchaser and/or the Apartment including, but not restricted to, water supply, electricity, user of lift, in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 7 days' notice in writing.

Part-III
(Management & maintenance)

1. Initially the Developer and thereafter the Association, when formed, shall manage and maintain the Building, the Complex and their Common Portions.
2. Till such time the Association is formed, the maintenance, upkeep and administration shall be carried out by the Developer and/or any other agency authorised by the Developer for that purpose and the Purchaser shall be obliged to pay the costs, charges fees and expenses incurred for this purpose to such agency till formation of the Association whereupon the same shall be paid to the Association.
3. The mode and manner of apportionment of maintenance expenses amongst the Co-Owners will be decided by the Developer or the Association, as the case may be, and such apportionment will be final and binding on the Purchaser as well as the other Co-Owners.

4. The Association shall function at the costs of the Co-Owners and will work on the basis of advance payments and/or reimbursements of all costs including establishments costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations of first class standard and for unforeseen eventualities.
5. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/Purposes.
6. The deposits with the Developer, if any, towards rates, taxes and all other outgoings shall be paid to the Association by the Developer within 15 (fifteen) days from its formation and such deposits shall be utilised by the Association only for the purpose for which the same have been made and the costs charges and expenses in connection therewith.
7. The Association shall pay all rates, taxes and outgoings, including for insurance (the "**Outgoings**") for the Building, the Complex and their respective Common Portions, which are not separately charged or assessed or levied on the Co-Owners.
8. If the Association has to make any payments, including Outgoings, out of the deposits with the Association due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Association.
9. The Purchaser shall make all deposits or payments, called upon to pay by the Association from the Purchaser, within 7(seven) days of the due date or of receiving demand in writing for the same.
10. All rights and obligations of the Association shall be the rights and obligations of the developer until the Association is formed and starts functioning effectively.

Part-IV
[Common Expenses]

1. **Maintenance:** All expenses for maintaining, operating, painting, repairing, renovating, rebuilding, reconstructing, decorating, redecorating, replacing and lighting the Common Portions.
2. **Staff:** The salaries of and all other expenses of the persons employed by the Association, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including the costs of repairing, renovating and replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Association:** Establishment and all other expenses of the including its formation, establishment, working capital, administrative and miscellaneous expenses.
5. **Insurance:** Costs of insuring the Building, the Complex and the Common Portions.
6. **Fire Fighting:** Cost of operating the fire fighting equipments and personnel.
7. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Complex as cannot be allocated to any particular Co-Owner.
8. **Reserves:** Creation of a contingency fund for replacement renovation, other periodic expenses and generally for all the Common Expenses.
9. **Others:**
 - 9.1 Litigation expenses that may have to be incurred for the Common Purposes.
 - 9.2 All other expenses and/or outgoings for or relating to the Common Portions & Utilities as are incurred by the Association.
10. **Charge:** Any amounts becoming due or payable hereunder, the liability for the same shall be a charge on the Apartment and shall remain so until remittance in full thereof.

Part-V
[Mutation, taxes and impositions]

1. Within 30 days from the date hereof the Purchaser/s shall apply for and shall endeavor to obtain mutation, separation and/or apportionment of the Apartment in his/its/their own names without in any way making any of the Transferors liable and/or responsible for the same. For this purpose, the developer will produce the necessary documents in its possession and otherwise assist the Purchaser in all respects.
2. Until such time as the Apartment be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Complex and/or the Building (the "**Impositions**") shall be proportionately borne by the Purchaser/s and paid to the Developer and the Association after its formation.
3. In the event any Purchaser defaults in payment of the Impositions to the Developer or the Association, as the case may be, besides the amount of the Impositions, the defaulting Purchaser/s shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes for such non-payment (the "**Penalties**"), proportionately or wholly, as the case may be.
4. The liability of payment by the Purchaser/s of the Impositions and the Penalties in respect of the Apartment would accrue with effect from the Possession Date, prior to which the liability will be that of the Transferors.
5. The Developer, and the Association after its formation, shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser/s thereof from the Purchaser/s.

Part-VI
[Default]

In case the Purchaser/s default in making any of the payments or deposits mentioned in this **Schedule** within the time stipulated thereof (the "**Default Amount**"), the Developer and the Association after it shall be entitled to:

1. Interest at the rate of 24 % per annum on the Default Amount if it not paid within 2 (two) months from the due date of its payment.
2. In the event the Default Amount, interest, or any portion thereof, remains unpaid there after, the Developer or the Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser/s till its entirety is not paid by the Purchaser/s.

**Fifth Schedule
(Consideration)**

1. For the Apartment, and terrace but excluding the Parking Spaces	Rs.
2. For the car parking spaces	Rs.
Total=	Rs.

**Sixth Schedule
[Subject Matter of Sale]**

**Part-I
[Apartment]**

The Apartment No. ___ having Built Area of _____ Square Feet on the _____ Floor delineated in 'Red' in the annexed **Plan-A** in the building christened "**Emerald Isle Extension**" delineated in 'Red' in the annexed **Plan-B** in the housing complex christened "**Greenwood Park Extension**" constructed at the Premises described in **First Schedule**.

Part-II
[Parking Space]

The right to park one car in the places delineated in 'Red' in the annexed **Plan-B**

TOGETHER WITH

The "**Land Share**" being the undivided, proportionate, indivisible and singly non-transferable share attributable to the Apartment in the Land described in **First Schedule**.

TOGETHER WITH

The "**Building Common Portions Share**" being the undivided, proportionate, indivisible and singly non-transferable share and/or interest attributable to the Apartment in the Common Portions of the Building detailed in **Part-I** of **Third Schedule** to be used in common with the other occupiers of the of the building named "**Emerald Isle Extension**".

TOGETHER WITH

The "**Complex Common Portion Share**" being the undivided, proportionate, indivisible and singly non-transferable share and/or interest attributable to the Apartment in the Common Portions of the Complex detailed in **Part-II** of **Third Schedule** to be used in common with the other occupiers of the complex named "**Greenwood Park Extension**".

SUBJECT TO

The Purchaser abiding by and complying with all the mutual easements and restrictions mentioned in **Fourth Schedule** and performing and fulfilling all the covenants, stipulations, conditions and obligations contained in **Sixth Schedule**.

WHERE

The term '*proportionate*' with all its cognate variations wherever used herein shall mean the proportion which the area of the Apartment bears to the area of all the Apartments in the Building where it relates to the Building Common Portions and the

proportion which the area of the Apartment bears to the area of all the Apartments in the Complex where it relates to the Land, the Complex and/or the Complex Common Portions.

7. Execution and delivery: In witness whereof the Parties have executed these presents in Kolkata on the day, month and year first above written.

Signed, executed and delivered by
the **Owner** in the presence of:

Signed, executed and delivered by
the **Developer** in the presence of:

Signed, executed and delivered by
the **Purchaser** in the presence of:

DATED _____ DAY OF _____, 2008

Between

West Bengal Housing Board

... Board

Bengal Shrachi Housing Development Limited

... Company

And

... Purchaser

CONVEYANCE

**Apartment No. ____
Tower ____
Emerald Isle Complex
Greenwood Park Extension
Mouza Ghuni & Jatragachi
Rajarhat.**

Drafted & Prepared By:
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