

CONVEYANCE

- 1. **Date:** _____
- 2. **Place:** Kolkata
- 3. **Parties:**
 - 3.1 **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 (**Board**, includes its successors-in-interest)

3.2 **Bengal Shrachi Housing Development Limited**, a joint sector company having its registered office at ‘Jindal Towers’, 4th Floor, 21/3, Darga Road, Kolkata-700071 (**Company**, includes its successors-in-interest)

And

3.3 _____

_____ (**Purchaser**, includes successors-in-interest).

Board, Company and Purchaser collectively **Parties** and individually **Party**.

4. **Subject Matter of Conveyance:**

- 4.1 **Apartment:** Apartment No.____, complete with all fixtures and fittings (sanitary and electrical), having a super built up area of _____ (_____) square feet, 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 (**Said Apartment**), at Block __ (**Building**) Sector _____within a cluster of buildings forming High Income Group Zone on a portion of land (**Emerald Isle-HIG**), being a part of the complex commonly known as ‘*Greenwood Park*’ (**Greenwood Park Complex**) constructed on the land within Block AG of New Town Project at Mouza Mahishgot and Tarulla, Police Station Rajarhat, West Bengal (**Said Land**) described in the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in colour **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 (**Land Share**).
- 4.3 **Parking Space:** Parking Space No. ____ in the ground floor of the Building, described in **Part-II** of the **2nd 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 and/or interest in the common areas, amenities, facilities and installations in the Building described in **Part-I** of the **3rd Schedule** below (collectively **Building Common Portions**), as be attributable to the Said Apartment.
- 4.5 **Share in the Complex Common Portions:** Undivided proportionate, indivisible and impartible share and/or interest in the areas, parts, amenities and facilities as are common between all the Intending Purchasers of the Greenwood Park Complex described in **Part-II** of the **3rd Schedule** below (collectively **Complex Common Portions**), as be attributable to the Said Apartment.
- 4.6 **Other Appurtenances:** All other rights appurtenant to the Said Apartment.
- 4.7 **Said Apartment And Appurtenances:** The subject matter of this 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 **2nd Schedule** below (collectively **Said Apartment And Appurtenances**).
5. **Background:**

- 5.1 **Acquisition of Motherland:** By Notification No.1254/HG/H1/NTP/2L-9/99 dated 5th December, 2000 published by the Government of West Bengal, Department of Housing, (P&D) Branch, under section 29(1) of the West Bengal Housing Board Act, 1972, the Government of West Bengal transferred absolutely to the Board approximately 15.56 (fifteen point five six) acres of land in a township named 'New Town Calcutta' comprised in Mouza Mashigot, J.L. No. 20, Police Station Rajarhat, District 24 Parganas North (**First Land**) and in addition the Board directly purchased land measuring approximately 6.51 (six point five one) acres in the said 'New Town Calcutta' township, comprised in Mouza Tarulla, J.L. No. 21, Police Station Rajarhat, District 24 Parganas North (**Second Land**). The First Land and the Second Land are collectively called the **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 **Appointment of the Company:** The Board being desirous of developing the Said Land (defined above), being a portion of the Mother Land, decided to appoint the Company as the developer for construction of a housing complex on the Said Land comprising, *inter alia*, residential apartments for people from high income group (**Emerald Isle-HIG**), from middle income group (**Palm Grove-MIG**), from lower income group (**Purple Town-LIG**) and units in a commercial building (**Eden Shops-Commercial**), collectively known as **Greenwood Park Complex** and handed over possession of the Said Land to the Company for development of the Greenwood Park Complex.
- 5.4 **Said Agreement:** Pursuant to the above, by an Agreement dated 6th July, 2001 (**Said Agreement**), the Board appointed the Company as the developer on the terms and conditions contained therein and a scheme for such development (**Scheme**) was formulated jointly by the Board and the Company as follows:
- 5.4.1 **Development:** The Company shall develop the Said Land by constructing and completing the Greenwood Park Complex thereon in all respect at its own costs and expenses.
- 5.4.2 **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**).
- 5.4.3 **Sale of Apartments by Company:** The Company shall enter into contracts with the Intending Purchasers for sale and transfer of the apartments in the Greenwood Park Complex.
- 5.4.4 **Grant of Powers:** In pursuance of the Said Agreement, the Board granted a registered Power of Attorney to the Company under registration No.4052 dated 6th July, 2001 and pursuant thereto the Company has:
- (a) **Plans Approved:** obtained approval of layout plan from West Bengal Housing Infrastructure Development Corporation (**HIDCO**) for the construction of the Greenwood Park Complex (**Plans**).

- (b) **Greenwood Park Complex:** named the Complex “*Greenwood Park*” and the Complex has now popularly come to be known by the said name. The expression Greenwood Park Complex wherever used herein shall mean the complex comprising, *inter alia*, the Said Land and all the buildings and/or structures as have been constructed by the Company thereon.
 - (c) **Provisional Allotment to Purchaser:** Pursuant to an application made by the Purchaser herein for purchase of an apartment in the Emerald Isle, by a letter dated _____ (**Provisional Allotment Letter**), the Company agreed to provisionally allot to the Purchaser the Said Apartment **Subject To** the Purchaser agreeing to the terms and conditions contained in the Provisional Allotment Letter and **Subject Further To** the Purchaser making payment of the settled price in the manner and by the installments mentioned in the Provisional Allotment Letter.
- 5.5 **Completion of Construction:** The Company has since completed construction of the Greenwood Park Complex.
- 5.6 **Calling upon Purchaser to Take Possession:** Upon such completion of construction, the Company called upon the Purchaser to take possession of the Said Apartment contained in the Emerald Isle-HIG and upon payment of the settled price in full and also upon compliance of all the formalities and pursuant thereto the Purchaser has taken possession of the Said Apartment.
- 6. Transfer:**
- 6.1 **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 **2nd 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 AG of New Town Project at Mouza Mahishgot and Tarulla, Police Station Rajarhat, District 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 (1) the consideration received by the Board through the Company towards price of the Land Share and (2) 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 Complex, and the Said Apartment And Appurtenances;
 - (b) The Plans as approved by 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 **Subject to:** The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:
- 8.3.1 **Payment of Common Expenses:** the Purchaser regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Building Common Portions and the Complex Common Portions (collectively **Common Expenses**), indicative list of which is given in the **4th Schedule** below.
- 8.3.2 **Easements And Quasi-easements:** the Purchaser observing, performing and accepting the easements, quasi-easements and other stipulations (collectively **Easement And Quasi-easement**), described in the **5th Schedule** below.
- 8.3.3 **Observance of Covenants:** the Purchaser observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **6th Schedule** below.
- 8.3.4 **Indemnification by Board:** indemnification by the Board and the Company about the correctness of their title.
- 8.3.5 **Indemnification by Purchaser:** indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the 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. Further Acts:

- 12.1 **Company to do:** The Company hereby 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.

13. General:

- 13.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 13.2 **Inclusion of General Terms and Conditions:** All terms and conditions contained in the General Terms and Conditions shall be deemed to be included and be a part of this Conveyance and in case of contradiction of terms and conditions of the General Terms and Conditions with those contained herein, the terms and conditions of this Conveyance shall prevail.

14. Interpretation:

- 14.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 14.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 14.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

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

**1st Schedule
(Said Land)**

All that the piece and parcel of land measuring approximately 5 (five) Acres within Block AG of New Town Project at Mouza Mahishgot and Tarulla, J.L. Nos. 20 and 21, Police Station Rajarhat, Sub-Registry Bidhannagar District 24 Parganas North, West Bengal, delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- ON THE NORTH** : By 14 meter wide HIDCO Road;
- ON THE EAST** : By Housing Complex of Ambuja;
- ON THE SOUTH** : By Housing Complex of Peerless and Housing Complex of West Bengal Housing Board;
- ON THE WEST** : By 18 meter wide HIDCO Road;

**2nd Schedule
Part-I
(Said Apartment)**

Apartment No.____, complete with all fixtures and fittings (sanitary and electrical), having a super built up area of _____ (_____) 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’ constructed on the land within Block AG of New Town Project at Mouza Mahishgot and Tarulla, 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 a super built up area of _____ (_____) 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’ constructed on the land within Block AG of New Town Project at Mouza Mahishgot and Tarulla, 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 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.

3rd Schedule
Part-I
(Building Common Portions)

1. Staircase, stairhead room and lobbies on all the floors of the Building.
2. Electrical meter room provided for installation of meter(s) on the ground floor of the Building.
3. Servant's toilets at ground floor together with all fixtures and sanitary fittings provided therein.
4. Reception area, toilet, furniture and decorative items.
5. 2 nos. lifts.
6. Lift machine rooms.
7. Open terrace adjacent to room below lift machine room.
8. Staircases.
9. Lift and stair lobby.
10. Fire refuge area.
11. Roof and/or terrace above the top floor of the Building.
12. Fire fighting equipments within the Building.
13. All service ducts.
14. All light fixtures at lift lobby, reception, podium garden and other common area mentioned above.

Part-II
(Complex Common Portions)

1. **Open Space:** All green spaces with all trees, bushes, shrubs, flower beds etc. together with all sculptures and playing outfits etc. and all areas forming an integral part of the Emerald Isle-HIG which are open to sky.
2. **Internal Roads:** Metalled roads finished with carpet and seal - coat cover W.B.M. including pathways (brick/concrete), if any and driveways.
3. **Sewage:** Underground sewage network to discharge toilet waste to manholes.
4. **Underground Water Reservoir & Water Supply Network:** Underground water reservoir and pipe lines laid under ground to raise water from the semi-underground reservoir to roof top tanks.
5. **Deep Tubewells:** Deep tubewells laid underground together with pumps and other equipments.

- 6. **Pump House:** One pump house with doors, collapsible gate, lock with keys, G.M. sluice valves, C.I. sluice valve(s), gate valve(s), etc. and centrifugal pump(s), if any, and other equipments.
- 7. **Generator:** Generator room, if any, with all other equipment and fittings.
- 8. **Sub-Station:** Sub-station room with all equipments, machinery and fittings.
- 9. **Fire Fighting System:** Underground/overhead fire fighting network with brass and other fittings.
- 10. **NTESC sub-station rooms:** All NTESC Sub-station rooms given to NTESC on rent excluding all the machinery, transformers etc which are exclusive properties of NTESC.
- 11. **Street Lights:** All street light posts together with the electrical fittings and fixtures.
- 12. **Cable T.V. Network:** The entire cable T.V. Network.
- 13. **Water Treatment System:** Iron removal & softening plant and machinery together with all equipments and fittings provided therein.
- 14. **Gate:** Gate of the Greenwood Park Complex along with security room.
- 15. **Telephone Exchange & Cable T.V:** A separate room provided for telephone exchange and cable T.V network including all equipments at the ground level within the Greenwood Park Complex in between Palm Grove-MIG and Purple Town-LIG.
- 16. **Office:** Facility Manager's office at LIG Block I, Flat No. GA1.
- 17. **Open Air Theatre.**
- 18. **Tot-Lot.**
- 19. **Landscape Garden.**
- 20. **Community Hall No.1.**
- 21. **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures, toilets and spaces (both open and covered), if any in or about Greenwood Park Complex as are necessary for user of the apartments in common by the Intending Purchasers of apartments in Greenwood Park Complex.

4th Schedule
(Common Expenses)

- 1. **Maintenance:** All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Building Common Portions and the Complex Common Portions, including the exterior or interior (but not inside any Apartment) walls of the Building.
- 2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Building Common Portions and the Complex Common Portions, including lifts, generator, fire fighting equipment, pumps, motors and other

common installations, including, their license fees, taxes and other levies, if any and the lights of the Building Common Portions and the Complex Common Portions.

3. **Staff:** The salaries of and all other expenses of the staff to be employed for the Building Common Portions and the Complex Common Portions, including durwans, sweepers, plumbers, electricians etc. and their perquisites, bonus and other emoluments and benefits.
4. **Emerald Isle Maintenance Body:** Establishment and all other expenses of the Emerald Isle Maintenance Body (defined below) including its formation, office and miscellaneous expenses and also similar expenses of the Company until handing over to the Emerald Isle Maintenance Body.
5. **Insurance:** Insurance premium and other expenses for insuring the Building and/or the Building Common Portions and the Complex Common Portions, *inter alia*, against earth quake, fire, mob violence, damages, civil commotion, lighting etc.
6. **Fire Fighting:** Costs of operating and replacing the fire fighting equipments.
7. **Common Utilities:** All charges and deposits for supplies of common utilities, in common.
8. **Electricity:** Electricity charges for the electrical energy consumed for the Building Common Portions and the Complex Common Portions.
9. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building Common Portions and the Complex Common Portions.
10. **Rates And Taxes:** Property Tax, Water Tax, surcharge, outgoings and levies in respect of the Greenwood Park Complex and the Building save those separately assessed on the Purchaser.
11. **Reserves and Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the Company to be necessary or incidental or liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Building Common Portions and the Complex Common Portions.

5th Schedule
(Easements and Quasi-easements)

The Purchaser and the other Intending Purchasers shall allow each other, the Board, the Company and the Emerald Isle Maintenance Body (defined below), the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchaser shall also be entitled to the same:

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Building Common Portions and the Complex Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the

Greenwood Park Complex and the Building including the Building Common Portions and the Complex Common Portions.

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

**6th Schedule
(Covenants)**

1. The Purchaser shall carry out and perform the obligations and duties imposed and/or to be imposed under all laws both prevailing as well as those enacted hereafter, including the provisions of the West Bengal Apartment Ownership Act, 1972 as amended from time to time (**Apartment Ownership Act**) and the rules and/or bye-laws framed and/or to be framed thereunder and/or by the Emerald Isle Maintenance Body (as defined hereafter) for looking after the management, administration and maintenance of the Building Common Portions, the common areas, facilities and amenities of the other buildings within Emerald Isle-HIG and the facilities/amenities thereat.
2. The Purchaser shall on and from the Possession Date of the Said Apartment pay all Property taxes, charges, levies and impositions payable for the time being by the Purchaser as owner or the occupier of the Said Apartment And Appurtenances.
3. The Purchaser shall join and/or become member of the association formed under the provisions of the Apartment Ownership Act and/or otherwise for carrying out maintenance and upkeep of the Building Common Portions and the common portions of the other buildings in the Emerald Isle-HIG (**Emerald Isle Maintenance Body**).
4. The Purchaser shall also pay all other liabilities and/or charges for repairs, maintenance and replacements payable by the Purchaser under the provisions of the Apartment Ownership Act and the rules and/or bye-laws framed and/or to be framed thereunder and/or as may be imposed as maintenance and management charges by the Emerald Isle Maintenance Body for looking after the management, administration and

maintenance of the Building Common Portions and the common areas, facilities and amenities of the other buildings within Emerald Isle-HIG.

5. The Purchaser has no interest, right or title in the common portions of the other buildings of the Emerald Isle-HIG, the same having vested in the Intending Purchasers of the respective buildings but the Complex Common Portions shall at all times be jointly enjoyed by all users/Intending Purchasers of the Greenwood Park Complex.
6. The Building Common Portions and facilities provided exclusively for the Intending Purchasers of the Building as described in **Part-I** of the **3rd Schedule** hereto shall at all times be held by the Purchaser along with other Intending Purchasers for the time being of apartments in the Building and shall be used and enjoyed by them in common amongst themselves and other Intending Purchasers of apartments in other buildings in the Emerald Isle-HIG shall have no interest or right in the Building Common Portions. The Complex Common Portions described in **Part-II** of the **3rd Schedule** hereto shall at all times be held by the Purchaser along with all other Intending Purchasers for the time being of all apartments in all the buildings of the Greenwood Park Complex and shall be used and enjoyed by them in common amongst themselves.
7. The Purchaser covenants and accepts that two other maintenance bodies similar to Emerald Isle Maintenance Body, shall be formed for the maintenance and management of common portions of Palm Grove-MIG and Purple Town-LIG and a maintenance body shall be formed for the maintenance and management of common portions of Eden Shops-Commercial. These four maintenance bodies shall form an apex body which shall monitor the functioning of the said four maintenance bodies and also shall look after the maintenance and management of the Complex Common Portions.
8. The Purchaser shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the Building Common Portions and the Complex Common Portions and also the Purchaser along with the other allottees of the Building shall use the Building Common Portions for the purposes for which they are created and the Purchaser along with the other Intending Purchasers for the time being of different apartments in the Greenwood Park Complex shall use the Complex Common Portions for the purposes for which they are created without hindering or encroaching upon the lawful rights of other Intending Purchasers and occupiers of other apartments of the Greenwood Park Complex and/or other parts and portions thereof.
9. The right of user of the Purchaser of the Building Common Portions and the Complex Common Portions alongwith the covered/open car parking space(s), if any allotted to the Purchaser shall not be transferable except along with the Said Apartment hereby sold and shall be deemed to be transferred with the Said Apartment even though the same be not expressly mentioned in any future conveyance or instrument of transfer.
10. The Purchaser shall not allow the Said Apartment to be so used as to cause annoyance to the owners/occupiers of the adjoining or neighbouring apartments/buildings and shall not allow it to be used for any unhygienic, unlawful or immoral purposes or purposes subversive to the Government established by law in India.
11. The Purchaser shall neither have nor shall at any time in future claim to have any share and/or interest and/or right of any nature whatsoever in any part of the Palm Grove-MIG or Purple Town-LIG or Eden Shops-Commercial save an except the

Emerald Isle-HIG and the Purchaser shall not claim any interest or right adverse or prejudicial to such exclusive right of user.

12. The Purchaser admits, acknowledges and understands that the Purchaser has an undivided share in the Said Land, which is proportionate to the covered area of the Said Apartment and notwithstanding anything hereinstated all common portions (both Building Common Portions and Complex Common Portions) will be those whose user rights are not earmarked for specific persons or for specific purposes.

15. EXECUTION AND DELIVERY

- 15.1 **IN WITNESS WHEREOF** the parties hereto have executed this Conveyance on the day month and year first above written.

EXECUTED AND DELIVERED by
_____ on behalf of **WEST**
BENGAL HOUSING BOARD at Kolkata in
the presence of:

EXECUTED AND DELIVERED by
_____ on behalf of **BENGAL**
SHRACHI HOUSING DEVELOPMENT
LIMITED at Kolkata in the presence of:

EXECUTED AND DELIVERED by
PURCHASER at Kolkata in the presence of:

RECEIPT AND MEMO OF CONSIDERATION

Received from the withinmentioned Purchaser the withinmentioned sum of Rs. _____/- (Rupees _____) towards full and final payment of the consideration for sale of the Said Apartment And Appurtenances, described in **Part-III** of the **2nd Schedule** above, in the following manner:

| Date | Mode | Bank | Amount (Rs.) |
|------|------|------|--------------|
|------|------|------|--------------|

Board

Company

Witnesses:

Drafted by: Saha & Ray
Advocates
3A/1, 3rd Floor
Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata-700001

DATED _____ DAY OF _____, 2006

Between

West Bengal Housing Board
... Board

Bengal Shrachi Housing Development Limited
... Company

And

... Purchaser

CONVEYANCE

Apartment No. ____
Tower ____
Emerald Isle Complex
Greenwood Park
Mouza Mahishgot, Tarulla
Rajarhat

Saha & Ray
Advocates
Hastings Chambers
3A/1, 3rd floor, Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001