

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on the .....day of ....., 2024.

**BETWEEN**

**VENDOR(S)/OWNER(S): -**

**DR. ARCHANA MAJUMDAR**, (PAN-AEJPD3540B & Aadhaar No.6254 0280 4904), daughter of Late Rabnindra Nath Majumdar, by faith Hindu, Indian, by occupation-Medical Practitioner, residing at 30F, Hara Mohan Ghosh Lane, P.O. & P.S. Beliaghata, Kolkata-700 085, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns ) of the **FIRST PART**: Represented by her constituted Attorney **R.S. CONSTRUCTION**, a Partnership firm, having its office at 210, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, represented by one its Partners namely **MISS REETI SAFUI** (PAN-JKLPS3714P & Aadhar No.24662972 3566), daughter of Late Rana Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, duly appointed by a Development Power of Attorney, dated 14.12.2022 registered in the Office of D.S.R-IV at Alipore, vide Book No.I, Volume No.1604-2022, page from 434953 to 434969, Being No.160414691 for the year 2022.

**AND**

**PROMOTER/DEVELOPER:**

**R R.S. CONSTRUCTION**, a Partnership firm, having its office at 210, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, represented by one its Partners namely **MISS REETI SAFUI** (PAN-JKLPS3714P & Aadhar No.24662972 3566), daughter of Late Rana Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, hereinafter referred to as "**THE PROMOTER/DEVELOPER**"(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/or assigns) of the **SECOND PART**.

**AND**

**ALLOTTEE(S)/PURCHASER(S):**

**MR.** .....(PAN-..... & AADHAAR NO. - .....) son of ....., By Nationality - Indian, By faith - Hindu, By occupation -Service, residing at ....., West Bengal, hereinafter referred to as "**ALLOTTEE(S)**" / "**PURCHASER(S)**" (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/or assigns) of the **THIRD PART**.

The Owners, Promoter/Developer and Allottee(s)/Purchaser(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**DEFINITIONS:**

For the purpose of this Deed of Sale, unless the context otherwise requires,

a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (previously governed under the West Bengal Housing Industry Regulation Act, 2017);

b) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the made under the Real Estate (Regulation and Development) Act, 2016 (previously governed under the West Bengal Housing Industry Regulation Rules, 2018 made under West Bengal Housing Industry Regulation Act, 2017);

c) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (previously governed under the West Bengal Housing Industry Regulation Act, 2017);

d) **“Section”** means a section of the Act.

e) **“Building Complex”** shall mean and include the said premises and the New Buildings there at with the Common Areas and Installations;

f) **“Co-owners”** shall mean (a) all the Allottee(s)/Purchaser(s) of Units in the Building Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor or the Promoter/Developer, shall mean the Promoter/Developer or the Vendor, as the case may be.

g) **“Promoter/Developer”** shall mean **R.S. CONSTRUCTION**, a Partnership firm, having its office at 210, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, represented by one its Partners namely **MISS REETI SAFUI** (PAN-JKLPS3714P & Aadhar No.24662972 3566), daughter of Late Rana Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, India and include its successors or successors-in-office and/or assigns;

h) **“Development Agreement”** shall mean the Agreement for Development, dated 14.12.2022 registered in the Office of D.S.R-IV at Alipore, vide Book No.I, Volume No.1604-2022, page from 435038 to 435063, Being No.160414667 for the year 2022, and include any modifications thereof as agreed between the Owner and the Promoter/Developer in writing.

i) **“Common areas ”** means:

- i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for the phase;
- ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;
- iii) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community service personnel;
- iv) All other portion of the project necessary or convenient for it’s maintenance, safety, etc. and in common us;

j) **“Common Expenses”** shall mean and include all expenses for the maintenance, management, upkeep and administration of the building complex and in particular the common areas and installations and rendition of common services in common to the co- owners and all other expenses for the common purposes included those mentioned in the **SCHEDULE – F** hereunder written to be contributed, borne, paid and shared by the co- owners.

k) **“Common Purposes”** shall mean and include purposes of managing , maintaining, upkeep and administering the said building complex(es) or tower(s) and in particular the common areas and installations, rendering services in common to the co- owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co- owners and relating to the mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas and installations in common

l) **“Allottee(s) or “Purchaser(s)”** shall mean one or more Allottee(s)/Purchaser(s) or Purchasers named above and include:-

a. In case of an individual, his/her heirs, executors, administrators, legal representatives and/or assigns;

b. In case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;

c. In case of a partnership firm or LLP, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;

d. In case of a Company, its successors or successors-in-office and/or assigns;

e. In cases not falling within any of the above categories, the constituent of the Allottee(s)/ Purchaser(s) as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.

m) **Plan** shall mean the final plan, being building plan of G+IV storied building in respect of the said Premises from the Kolkata Municipal Corporation vide Sanctioned No.20201102112, dated 25.08.2020.

n) **“Vendor”** shall mean **DR. ARCHANA MAJUMDAR**, (PAN-AEJPD3540B & Aadhaar No.6254 0280 4904), daughter of Late Rabnindra Nath Majumdar, by faith Hindu, Indian, by occupation-Medical Practitioner, residing at 30F, Hara Mohan Ghosh Lane, P.O. & P.S. Beliaghata, Kolkata-700 085

p) Words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;

q) Words importing singular number shall according to the context mean and construe the plural number and vice versa. Similarly words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa;

## **WHEREAS**

### **A) RECITALS:**

- i) **WHEREAS** by a Deed of Sale, dated 14.03.2013, registered at A.D.S.R.-Sealdah and recorded in Book No.I, Volume No.3, page from 929 to 950, Deed No.0973 for the year 2013, the Owner herein purchased ALL THAT land measuring 6 Cottah 4 Chittak 35 sq.ft. be the same a little more or less, situated at Mouza-Garfa, J.L.No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10, 12,13 comprised in Dag No.2225, appertaining to Khatian No.1732, being KMC Premises No.58/A, Mahendra Mondal Road, Kolkata-700 099, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, from the then lawful Owners (1) Smt. Baby Dey, wife of Sri Prasanta Dey, (2) Miss Jhuma Dey, (3) Miss Soma Dey, both daughter of Prasanta Dey all of 64/5, Garfa Main Road, P.S. Kasba, Kolkata-700075 and Confirming Party Shri Prasanta Dey, son of Late Ram Ratan Dey of 64/5, Garfa Main Road, P.S. Kasba, Kolkata-700075.
- ii) **AND WHEREAS** being the Owner of the said land, the Owner herein mutated her name in the office of the Kolkata Municipal Corporation in respect of the said KMC Premises No.58/A, Mahendra Mondal Road, Kolkata-700 099, Assessee No.31-106-11-0156-5, and also recorded her names in the District Settlement office (B.L. & L.R.O) in respect of the said land, which is recorded as L.R. Dag No.2225 under L.R. Khatian No.2834 in her name in the recent published L.R. settlement records of rights as the absolute owner thereof and also got a building plan sanctioned of the G+III storied building from the Kolkata Municipal Corporation, vide Building Permit No.2015120096, dated 23.05.2015.
- iii) **AND WHEREAS** due to insufficient fund, the Owner herein entered into an Agreement for Development, dated 14.12.2022 registered in the Office of D.S.R-IV at Alipore, vide Book No.I, Volume No.1604-2022, page from 435038 to 435063, Being No.160414667 for the year 2022, with a Developer herein under certain terms and conditions contained therein for construction of the proposed building on the said land as mentioned in the First Schedule hereunder written and also granted a Development Power of Attorney, dated 14.12.2022 registered in the Office of D.S.R-IV at Alipore, vide Book No.I, Volume No.1604-2022, page from 434953 to 434969, Being No.160414691 for the year 2022 in favour of the Developer herein for construction of the proposed building and sale of the flats and spaces from Developer's allocation.
- iv) The Promoter/Developer has provided to the Allottee(s)/Purchaser(s) copies of all documents of title, the Development Agreement, the Building Plans and all other papers and documents required by the Allottee(s)/Purchaser(s) relating to the said premises for independent verification, due diligence and satisfaction by the Allottee(s)/Purchaser(s)(s). The Allottee(s)/Purchaser(s) has also inspected and got himself fully satisfied about the site of the said premises at which the Building Complex is being developed.
- v) The parties hereto do hereby record into writing the terms and conditions applicable to the sale of the Apartment Including (Including Car Parking, if Applicable) by the Vendor and the Promoter/Developer to the Allottee(s)/Purchaser(s)(s) as hereinafter contained.

- vi) The said Land is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and the said project shall be known as “**RS TOWER**”. Provided that, where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;
- viii) The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said Land on which Project is to be constructed have been completed.
- ix) The Kolkata Municipal Corporation has granted the Commencement Certificate to develop the project vide approval dated ..... and further revised at ..... bearing registration no.....
- x) Promoter/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation, West Bengal.
- xi) The Promoter/Developer has registered the Project under the provisions of the West Bengal Housing Industry Regulatory Authority at South 24 Parganas District on, 14/09/2018, 15/11/2018 under registration no. HIRA/P/SOU/2018/000148, HIRA/P/SOU/2018/000001.
- xii) The Allottee(s)/Purchaser(s) had applied for an apartment in the Project vide application No. –..... dated .....and has been allotted Flat no .....having carpet area of ..... **Square Feet**, on ..... floor as permissible under the applicable law and of proportionate share in the common areas (“Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B)
- xiii) **Announcement of Sale:** The Developer formulated a scheme & announced sale of Apartments and parking spaces to prospective purchasers (Transferees).
- xiv) **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 without possession date dated ..... registered in the office of District Sub Registrar – IV, Alipore, South 24 Parganas, recorded in Book No - I, 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.

- xv) **Construction:** The Developer has completed construction of the Said Blocks/Buildings as per sanctioned building plan and obtain Completion Certificate dated ..... from Kolkata Municipal Corporation.
- xvi) **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.
- xvii) **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:
- xviii) **FURTHER DEVELOPMENT:** The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the project Ruby, in full or in part, subject to the necessary permission/sanction being granted by the concerned authority and all other concerned authorities.
- XIX) **LIMITED AREAS AND FACILITIES:** The Buyer agrees that the Promoter/ Developer/ Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in this Project Ruby 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 this project. 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.
- (i) **COMMON AREAS:** The Common Areas in this project Ruby that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis are listed in Schedule C hereunder written.
- (ii) **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 concerned authority 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; and/or (ii) additional buildings on any part of the remaining portion of the Project Ruby. 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 Project, Ruby, 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 express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Project

Ruby 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 Project Ruby 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. 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.

- (iii) **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 right 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.
- (iv) **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 of all other portions of the Project Ruby 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.
- (v) **TRANSFER HEREBY 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 below,  
 Said Apartment: The Said Apartment, being Residential Flat 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 RED colour on the Plan annexed hereto and marked as Annexure "2", in registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on under Registration Nos....., the Project Ruby is constructed on the Project Property as shown in Red colour boundary line on the Plan annexed and marked as Annexure "1" hereto and more particularly described in Schedule-A below, land measuring 6 Cottah 4 Chittak 35 sq.ft. be the same a little



more or less together with under construction G+III storied building, situated at Mouza-Garfa, J.L.No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10, 12,13 comprised in R.S. & L.R. Dag No.2225, appertaining to R.S. Khatian No.1732 corresponding to L.R. Khatian No.2834, being KMC Premises No.58/A, Mahendra Mondal Road, Kolkata-700 099, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, West Bengal.

**(XVI) LAND SHARE:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said project Ruby as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the carpet area of the Said Apartment bears to the total carpet area of the Said project.

**(XVII) SAID PARKING SPACE:** The Parking Space, being the right to park in the parking space/s described in Schedule B below, if any.

**(XVIII) SHARE IN COMMON AREAS:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Project Ruby, the said common areas of the Project Ruby being described in Schedule C below.

#### **CONSIDERATION AND PAYMENT:**

**(I) 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. \*\*\*\*\*/- (\*\*\*\*\*)** only, 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.

**(II) TERMS OF TRANSFER:** 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 plan was sanctioned by the Kolkata Municipal Corporation,;

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

- (III) **MEASUREMENT:** The Allottee(s)/Purchaser(s) 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.
- (IV) **SALIENT TERMS:** The transfer of the Said Apartment And Appurtenances being affected by this Conveyance :
- (V) **CONVEYANCE:** Sale within the meaning of the Transfer of Property Act, 1882.
- (VI) **ABSOLUTE:** absolute, irreversible and in perpetuity.
- (VII) **FREE FROM ENCUMBRANCES:** free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges, mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.
- (VIII) **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 Project Ruby, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartment in the Said Block/Building).
- (IX) **SUBJECT TO:** The sale of the Said Apartment And Appurtenances being affected by this Conveyance is subject to:
- (X) **PAYMENT OF RATES & TAXES:** the Allottee(s)/Purchaser(s) regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Apartment And Appurtenances.
- (XI) **PAYMENT OF MAINTENANCE CHARGE:** the Allottee(s)/Purchaser(s) 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).
- (XII) **OBSERVANCE OF COVENANTS:** the Allottee(s)/Purchaser(s) observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Schedule E below.
- (XIII) **INDEMNIFICATION BY ALLOTTEE(S)/PURCHASER(S):** indemnification by the Allottee(s)/Purchaser(s) about the Allottee(s)/Purchaser(s) faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Allottee(s)/Purchaser(s) hereunder. The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s).

4. **POSSESSION:**

**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 Allottee(s)/Purchaser(s) which the Allottee(s)/Purchaser(s) admits, acknowledges and accepts.

5. **OUTGOINGS:**

**Payment of Outgoings:** All 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 Allottee(s)/Purchaser(s).

6. **HOLDING POSSESSION:**

**Buyer Entitled:** The Owners and the Promoter/Developer hereby covenant that the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s), 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.

7. **FURTHER ACTS:**

**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 Allottee(s)/Purchaser(s) and/or successors-in-interest of the Allottee(s)/Purchaser(s), 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.

**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 Allottee(s)/Purchaser(s) and/or successors-in-interest of the Allottee(s)/Purchaser(s), 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 Allottee(s)/Purchaser(s) to the Said Apartment And Appurtenances.

8. **DEFECT LIABILITY:**

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 5 (five) calendar year from the date of completion certificate, issued by the CONCERNED AUTHORITY.

It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee(s)/Purchaser(s) and/or any other Allottee(s)/Purchaser(s) 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 / re-decoration / any other work undertaken by the Allottee(s)/Purchaser(s) and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee(s)/Purchaser(s) 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/Developer's obligation to rectify any

defect(s) as mentioned in this Clause and the Buyer and/or the association of Allottee(s)/Purchaser(s) shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

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 Allottee(s)/Purchaser(s) or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipment (e) accident and (f) negligent use.

Warranty for all consumables or equipment 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 Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s), the Promoter/Developer 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 Allottee(s)/Purchaser(s) has been made aware and the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) 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.

#### 9. **GENERAL:**

**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.

**Overriding Effect:** It is clarified that this Conveyance shall supersede and/or shall have overriding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

**Notice:-** Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall without prejudice to any other mode of service available to be deemed to have been served on the 4<sup>th</sup> day of the date of dispatch of such notice by prepaid registered post with acknowledgment due at the address of the other party mentioned hereinabove

or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. It is expressly agreed and made clear that for all intents and purposes hereunder, all notices sent by or to **R.S. CONSTRUCTION**, the Developer, shall be sufficient notice sent by or to all the Vendors herein. None of the parties shall raise any objection as to the service of notice deemed to have been served as aforesaid.

**Dispute Resolution:-** Any dispute or difference between the parties hereto arising out of and/or connected with the said Unit and appurtenances and/or this Deed of Conveyance or any term or condition herein contained and/or relating to interpretation thereof, shall be settled amicably by mutual discussions. In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either party, the same shall be settled through Arbitrator as per Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators proposed by Developer. In case the Allottee(s)/Purchaser(s) delays/ neglects/refuses to select one of the names from the suggested names within 15 days of intimation, it shall be deemed that the first such named arbitrator so proposed by the developer is acceptable to both the parties as the sole arbitrator so proposed by the developer is acceptable to both the parties as sole arbitrator, whose appointment shall be final and binding on the parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in English language at an appropriate location in Kolkata.

#### 10. **INTERPRETATION:**

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

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

**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.

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

#### **SCHEDULE- "A"**

##### **(Said Property)**

**ALL THAT** a piece and parcel of the land measuring 6 Cottah 4 Chittak 35 sq.ft. be the same a little more or less together with under construction G+III storied building, situated at Mouza-Garfa, J.L.No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10, 12,13 comprised in R.S. & L.R. Dag No.2225, appertaining to R.S. Khatian No.1732 corresponding to L.R. Khatian No.2834, being KMC Premises No.58/A, Mahendra Mondal Road, Kolkata-700 099, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly

Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : Partly others Premises then 8'ft. wide Common Passage,

On the South : Pre. No.79 & 79/1, Mahendra Mondal Road & partly  
12'ft. wide Common Passage,

On the East :partly Pre. No. 126, Mahendra Mondal Road & partly Pre.  
No. 88, Vivejanand Sarani,

On the West: Partly other building and partly Pre. No.84, Mahendra  
Mondal Road.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

#### **SCHEDULE - 'B'**

##### **(Said Apartment & Appurtenances)**

1. ALL THAT the flat being **Flat/Apartment** No..... along with balcony area of ..... **Square feet** more or less and a total built-up area of Unit of .....**Square feet** and a total super built-up area of ..... **square feet** type **Flat , on Second** floor ..... side (“Building”) at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in “RED” along with One Car Parking at the said premises and shown in the Parking Plan annexed hereto duly bordered thereon in “RED”.

##### **(Common Areas of the Real Estate Project)**

(Which Area Part of the Real Estate Project)

- Entrance Lobby at the ground level of the Project Ruby
- Lobbies on all floors and staircase(s) of the Project Ruby
- Lift machine room(s) and lift well(s) of the Project Ruby
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions
- Electricity meter(s) for installation and space installation common for the Building
- Lift(s) and allied machineries in the Building
- Such Other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installation of the Building Complex

#### **SCHEDULE 'E'**

##### **(Covenants)**

The Allottee(s)/Purchaser(s)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 Allottee(s)/Purchaser(s):** The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) and the negative covenants mentioned in this Conveyance and the Allottee(s)/Purchaser(s) hereby accepts the same and shall not raise any objection with regard thereto.

**2. The Allottee(s)/Purchaser(s) is aware of and satisfied with Common Areas and Specifications:** The Allottee(s)/Purchaser(s), 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 Allottee(s)/Purchaser(s) has examined and is acquainted with the Said Complex and has agreed that the Allottee(s)/Purchaser(s) shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Whole 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 Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) and it shall be deemed that the Facility Manager is rendering the services to the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) of the Said Complex/Whole Project.

**4. Allottee(s)/Purchaser(s) to Mutate and Pay Rates & Taxes:** The Allottee(s)/Purchaser(s) shall (1) pay the Corporation Tax, surcharge, levies, cess etc. (proportionately for the Said Block/Building and/or the Said Building and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee(s)/Purchaser(s), on the basis of the bills to be raised by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee(s)/Purchaser(s) in respect thereof and (2) have mutation completed at the earliest. The Allottee(s)/Purchaser(s) further admits and accepts that the Allottee(s)/Purchaser(s) shall not claim any deduction or abatement in the bills of the Promoter/Developer/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

**5. Allottee(s)/Purchaser(s) to Pay Common Expenses/Maintenance Charges:** The Allottee(s)/Purchaser(s) 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)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee(s)/Purchaser(s) in respect thereof. The Allottee(s)/Purchaser(s) further admits and accepts that (1) the Allottee(s)/Purchaser(s) 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)/the Apex Body (upon formation).

**6. Allottee(s)/ Purchaser(s) to Pay Interest for Delay and/or Default:** The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) and the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) 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 Allottee(s)/ Purchaser(s) to Further Construction:** The Promoter/ Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Allottee(s)/Purchaser(s) shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee(s)/Purchaser(s) due to and arising out of the said construction/developmental activity. The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) shall not raise any objection in any manner whatsoever with regard thereto.

**9. No Rights of or Obstruction by Allottee(s)/Purchaser(s):** 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 Allottee(s) /Purchaser(s) 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 Allottee(s)/Purchaser(s) shall not question any variation (including diminution) therein (3) the Allottee(s)/Purchaser(s) shall not demand any refund of the Total Price paid by him 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 Allottee(s)/Purchaser(s) shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.

**11. Allottee(s)/Purchaser(s) to Participate in Formation of Association and Apex Body:** The Allottee(s)/Purchaser(s) admits and accepts that the Allottee(s)/Purchaser(s) and other intending Allottee(s)/Purchaser(s) of apartments in the Said Complex shall form the Association and the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights. **It being clarified that in case there be more than one Purchaser of one unit then only one of such Allottee(s)/Purchaser(s) who is nominated amongst them shall be entitled to have voting right equivalent to one vote.** In this regard the Allottee(s)/Purchaser(s) shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, 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. The Allottee(s)/Purchaser(s) further admits and accepts that the Allottee(s)/Purchaser(s) shall ensure and not object to the Association joining the Apex Body.

**12) Preservation of Environment by the Allottee(s)/Purchaser(s):-** The Allottee(s)/Purchaser(s) for the general benefit of the environment, shall ensure that:-

- i) LED lighting should be used as much as possible inside the Unit to reduce the consumption and wastage of electricity,
- ii) Allottee(s)/Purchaser(s) shall keep the lights, fans and other electrical appliances in switch off position, as and when not required.
- iii) Allottee(s)/Purchaser(s) should prefer to buy and use the electrical appliances with maximum star rating, which consume less energy,
- iv) Allottee(s)/Purchaser(s) should try to avoid the usage of A.C. during the day hours, to avoid heat generation,
- v) To reduce the water consumption, Allottee(s)/Purchaser(s) should use the foamer at the outlet of the tap

## **12. Obligations of Buyer:**

The Allottee(s)/Purchaser(s) 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 Whole Project and the Said Complex by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

**(b) Observing Rules:** observe the rules framed from time to time by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole 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 there for, 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 Allottee(s)/Purchaser(s) 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 endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee(s)/Purchaser(s).

**(e) Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee(s)/Purchaser(s) use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) makes any alterations/changes, the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) on the inner side of the doors and windows of the Said Apartment. The Allottee(s)/Purchaser(s) shall further install such type of air-conditioners (split) and at such places, as be specified and prescribed by the Promoter/Developer, it being clearly understood by the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) shall install the out-door unit of the same either inside the Allottee(s)/Purchaser(s)'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 Allottee(s)/Purchaser(s) shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee(s)/Purchaser(s) accepts that the aforesaid covenants regarding grills, air - conditioners, 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 Gems City/Gems Group 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 Allottee(s)/Purchaser(s) does so, the Allottee(s)/Purchaser(s) shall be liable to pay damages to the Promoter/Developer and shall further be liable for prosecution for use.

**(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)/the Apex Body (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/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole 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)/the Apex Body (upon formation) for the use of the Common Areas.

**(p) No Throwing:** not to 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 to 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 to 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 to 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 therefor provided that this shall not prevent the Allottee(s)/Purchaser(s) 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) Pre-emption:-** The Allottee(s)/Purchaser(s) shall not claim any right of pre-emption or otherwise regarding in respect of Any Apartment and/or any portion of the Residential Complex.

**(v) No Installing Generator:** not to install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.

**(w) No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.

**(x) No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Apartment.

**(y) No Damage to Common Areas:** no damage the Common Areas in any manner and if such damage is caused by the Allottee(s)/Purchaser(s) and/or family members, invitees or servants of the Buyer, the Allottee(s)/Purchaser(s) shall compensate for the same.

**(z) No Hanging Clothes:** not to hang or cause to be hung clothes from the balconies of the Said Apartment.

**(ZA) Fire Safety and Air Conditioning Equipment:** not to 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 Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee(s)/Purchaser(s) hereby confirms that the Allottee(s)/Purchaser(s) shall not violate any terms of the statutory requirements/fire norms.

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

**ZC) No Objection to Construction:** The Allottee(s)/Purchaser(s) has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Property and hence the Allottee(s)/Purchaser(s) has no objection to the continuance of construction in the other portions of the Larger Property/the Said Complex, even after the date of possession notice. The Allottee(s)/Purchaser(s) shall not raise any objection

to any inconvenience that may be suffered by the Allottee(s)/Purchaser(s) due to and arising out of the said construction/developmental activity.

**ZD) No Right in Other Areas:** The Allottee(s)/Purchaser(s) shall not have any right in the other portions of the Property/the Said Complex and the Allottee(s)/Purchaser(s) 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 other Property/the Said Complex.

**ZE) Roof Rights:** The top roof of the building shall be in exclusive ownership to developer/promoter herein. However, all common installations such as water tank, lift, machine room shall be situated in the Roof. The Allottee(s)/Purchaser(s) specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Project Ruby as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Allottee(s)/Purchaser(s) specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall be in exclusive ownership of the Promoter/Developer. The Promoter/Developer shall have right of Common use, enjoyment of the Common Staircase to use the roof with the other Allottee(s)/Purchaser(s).

Provided that, the roof can be used by the Promoter/Developer for solar energy generation, installing any telecom tower, TV tower, Internet Tower for the Complex or erect a neon/glow sign/litted/unlitted hoarding or any other purpose of allied nature. However, the profit to be arisen after calculation from the expenses incurred, to be used by the Promoter/Developer itself. The Allottee(s)/Purchaser(s) shall not in any manner whatsoever, make or create any hindrance, obstacle to it.

**ZF) 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 Ruby 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.

**ZG) Insurance Policy:-** The Allottee(s)/Purchaser(s) shall not do or permit to be done any act, deed or thing which may render void or voidable any Insurance Policy on any Unit or any part of the Building Complex or may cause any increase in the premium payable in respect thereof.

**ZH) Killing of Animals:-** Slaughter or permit to be slaughtered any animal and/or bird nor do any act, deed or thing which may hurt or injure the sentiments of any of the other owners and/or Allottee(s)/Purchaser(s) of the said Project.

**ZI) Parallel Association:-** The Allottee(s)/Purchaser(s) shall not have the right to form a parallel, independent Association/ Body in respect of the said Unit and/or in respect of any apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the said building.

**ZJ) Nuisance:** - The Allottee(s)/Purchaser(s) cannot use the common areas for holding any cultural/social/functional program or for any undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

**ZK) Additional Construction:-** The Allottee(s)/Purchaser(s) shall not raise or put up any temporary or permanent construction, grilled wall or enclosure thereon or part thereof and shall

keep it always accessible. Dwelling or staying of any person or blocking by putting any articles will not be permitted in the Car parking space.

**ZL) Harboursing Animals:-**No pets (such as birds, dogs, cats, any other animal etc.) shall be kept or harboured in the common areas by the purchaser. In no event shall dogs and other pets be permitted in other areas of the project unless accompanied.

**ZM) Support disturbance:-** Not to lessen or diminish the support or protection now given or afforded by all parts of the said Apartment/Flat to the upper and/or lower apartment and in particular. Not to submit the floor of the upper apartment to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight.

**ZN)** Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the said Building or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said building in which the said Apartment/Unit is situated, including entrances of the said building and in case any damage is caused to the said building in which the said Apartment or the said Apartment on account of negligence or default of the Allottee(s)/Purchaser(s) in this behalf, the Allottee(s)/Purchaser(s) shall be liable for the consequences of the breach.

**ZO) Throwing from units:-** not to throw anything (cigarettes, smoking materials, spitting etc.) or emptied by the Allottee(s)/Purchaser(s) or his/her/its servants or their guest out of the windows, doors or anywhere on the common areas of the said building, common areas of the entire said building and car/Two wheeler parking lot nor shall shades, window guards or any temporary article to be hung from or placed outside the window or said building.

**ZP) Ensure Abidance:-**The Allottee(s)/Purchaser(s) shall ensure that all its men, servants, agents and /or visitors also strictly abide by these covenants of the Allottee(s)/Purchaser(s) as also the Common Rules. For this purpose, persons temporarily engaged and /or employed by the Allottee(s)/Purchaser(s), directly or indirectly, or in any way connected to the Allottee(s)/Purchaser(s) shall be considered to be its agents and the Allottee(s)/Purchaser(s) shall be fully responsible and liable for all acts of omission or commission of all such persons as also its visitors.

### **SCHEDULE 'F'**

#### **(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the building.
3. **Association/Body:** Establishment and all other expenses of the Association/Body including its formation, establishment, working capital and operational expenses, administrative and miscellaneous of the Association of Allottee(s)/Purchaser(s).
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Building etc.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates, Taxes and other outgoings:** All Tax, surcharge, Water Tax and other levies in respect of the Said Project Ruby and the Said Complex save those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.
10. **Others**

All other expenses and/or outgoings for or relating to the common portions as are incurred by the said Association/Body.

#### **SCHEDULE 'G'**

##### **(Easements reserved by the Vendor)**

The under mentioned rights easements , quasi easements and privileges appertaining to the said premises shall be excepted and reserved for the Vendor and other persons deriving right, title and/or permission from the Vendor and the Association upon formation:-

1. The right of access and use of the Common areas and installations in Common with the Purchaser and/or other persons or persons entitled to the other part or parts or share or shares of the said premises,
2. The right of flow in common with the purchaser and other person or persons as aforesaid of electricity as aforesaid of electricity, water, waste or soil from and/or to any part or parts (other than the said unit) of the said Premises through Pipes, drains, conduits, cable or wires lying or being in /under/ through/over the said Unit as far as may be reasonably necessary for the beneficial use, occupation and enjoyment of other part or parts of the said premises,
3. The right of protection of other part or parts of the said premises by all parts of the said Unit as the same can or does normally protect.
4. The right which otherwise become vested in the purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the said premises,
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, conduits , cables and wires as aforesaid and also for the purpose rebuilding, repairing, any part or parts of the New Building (Including any Common Areas and Installations) insofar as such building, repairing cannot be reasonably carried out without

such entry provided always that the vendor or the Association, upon its formation and/ other co-owners of the part or parts of the said premises shall excepting in emergent situation, give to the purchaser a prior forty- eight hours' written notice of its or their intention for such entry as aforesaid.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottee(s)/Purchaser(s): (including joint buyers)**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please Affix  
Photographs  
and Sign across  
the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Owner(s)/Vendor(s) / Developer/Promoter:**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please Affix  
Photographs  
and Sign across  
the photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



**MEMO OF CONSIDERATION**

RECEIVED of and from within named Allottee(s)/Purchaser(s)the within mentioned sum of **Rs.**  
 \*\*\*\*\*/- (\*\*\*\*\*)only being the full consideration money as per Memo  
 below:-

**MEMO**

Sl NO.	Cheque No.	Date	Branch	Amount (Rs.)
1				
2				
3				
4				
5				
6				
7				
8				
<b>Total (Rupees Only)</b>				/-

**WITNESSES:**

- 1.
- 2.

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**Signature of the  
 PROMOTER/DEVELOPER/  
 OWNER(S)/VENDOR(S)  
 )**

Drafted by me:-

Advocate