

DEED OF CONVEYANCE

1. **Date:** _____

2. **Place:** Alipore/Kolkata

3. **Parties:**

3.1 **R.B.N. PROJECTS PRIVATE LIMITED**, a Private Limited Company, incorporated under the provision of the Companies Act, 1956, having its registered office at 54/5A, Strand Road, Ground Floor, Kolkata 700006, represented by its Director **Gautam Narsaria** having **PAN No. AAECR5266L (Vendor** which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and deemed to mean and included its successors-in-interest, successors-in- office and/or assigns).

AND

3.2 [If the Buyer is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Buyer is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Buyer is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).
of the **Other Part**.

Vendor and Buyer(s) collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Transfer of Said Flat And Appurtenances:** Terms and conditions for transfer of:
- 4.1.1 **Said Flat:** Residential Flat No. _____ on the _____ Floor, having super built-up area of approximately _____ (_____) square feet [corresponding to carpet area approximately _____ (_____) square feet], described in **Part-I** of the 6th **Schedule** below (**Said Flat**), comprised in Block No. II (**Said Building**) in the complex named 'SPRING NEST' (**Said Complex**) situated at All That piece and parcel of land admeasuring about 2 (two) Bigha 2 (two) cottah 15 (fifteen) chittak in Mouza Parui, J.L No 3, R.S No 80, R.S Khatian No.1122 (C.S Khatian No 576), 3480/3627, 3413, 3410 under Police Station Parnarshree (formerly Behala) within the limits of Ward No.128 of Kolkata Municipal Corporation, now also being demarcated and numbered as Municipal Premises No 15, Dr. N.G. Saha Road, Kolkata-700061 [Postal Address being Premises No 25, Dr N.G. Saha Road, Kolkata-700061) (**Said Premises**), and more fully described the **1st Schedule** below
- 4.1.2 **Land Share:** Undivided, proportionate, impartible and variable share in the land contained in the Said Premises (**Land Share**), attributable and appurtenant to the Said Flat.
- 4.1.3 **Parking Space:** The car parking space/s described in **Part-II** of the 6th **Schedule** below (**Parking Space**), if any.
- 4.1.4 **Share In Common Portions:** Undivided, proportionate, impartible and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 2nd **Schedule** below (collectively **Common Portions**).
- 4.1.5 **Easement Rights:** Right of perpetual easement on the roads and pathways situate inside the **SPRING NEST** project (**Easement Rights**).

The Said Flat, the Land Share, the Parking Space (if any), Share in Common Portions and Easement Rights collectively described in **Part-III** of the 6th **Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background

- 5.1 **Absolute Ownership of Said Premises:** The Vendor has represented to the Buyer(s) that by virtue of Deed of Conveyance dated 15.05.2010 duly registered in the office of the DSR-II, South 24 Parganas, and recorded in Book No.I, CD Vol. No.19, Pages 3548-3574, being Deed No.04672 for the year 2010, **R.B.N. PROJECTS PRIVATE LIMITED**, the Vendor herein, became the absolute owner of the Said Premises described in the **1st Schedule** below.
- 5.2 **Sanction of Plans:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Complex thereon and selling spaces therein (**Units**), the Vendor has got a building plan sanctioned by the Kolkata Municipal Corporation, being **Plan No.**

2013140778 dated **19/03/2014** for construction of the Said Complex (**Plans**, which includes all sanctioned/permmissible modifications made thereto, if any, from time to time).

- 5.3 **Commencement of Construction:** The Vendor commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.
- 5.4 **Other permissions and Registration under WBHIRA:** The Vendor has got the building Plans sanctioned by the KMC and also obtained other necessary permissions and sanctions from the other competent authority(ies) and has also registered the Project under the West Bengal Housing Industry Regulation Act, 2017 (“**Act**”) with the West Bengal Housing Industry Regulatory Authority at West Bengal on _____ under Registration No. HIRA/P/KOL/_____.
- 5.5 **Approach by Buyer(s):** The Buyer(s) directly/through a marketing agency, approached the Vendor.
- 5.6 **Sale Agreement:** By an agreement dated _____ (**Sale Agreement**), the Vendor has agreed to sell and convey to the Buyer(s) the Said Flat And Appurtenances, described in **Part III** of the 6th **Schedule** below.
- 5.7 **Completion of Construction of the Said Building:** The Vendor has since completed construction of the Said Building.
- 5.8 **Conveyance to the Buyer(s):** In pursuance of the Sale Agreement dated _____, between the Vendor herein and Buyer(s) herein, the Vendor is completing the sell/transaction of the Said Flat And Appurtenances in favour of the Buyer(s), by these presents.

6. Transfer

- 6.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to and unto the Buyer(s) absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in **Part-III** of the 6th **Schedule** below, being :
- 6.1.1 **Said Flat:** Residential Flat No. _____ on the ____ Floor, having super built-up area of approximately _____ (_____) square feet, described in **Part-I** of the 6th **Schedule** below, described in **Part-I** of the 6th **Schedule** below (**Said Flat**), comprised in Block No. II (**Said Building**) in the complex named ‘SPRING NEST’ (**Said Complex**) situated at All That piece and parcel of land admeasuring about 2 (two) Bigha 2 (two) cottah 15 (fifteen) chittak in Mouza Parui, J.L No 3, R.S No 80, R.S Khatian No 1122 (C.S Khatian No 576), 3480/3627, 3413, 3410 under Police Station Parnarshree (formerly Behala), within the limits of Ward No.128 of Kolkata Municipal Corporation and now being demarcated and numbered as Municipal Premises No. 15, Dr N.G Saha Road, Kolkata-700061 [being Postal Address Premises No. 25, Dr N.G Saha, Road, Kolkata-700061] (**Said Premises**), and more fully described the **1st Schedule** below

- 6.1.2 **Land Share:** Undivided, proportionate, impartible and variable share in the land contained in the Said Premises (**Land Share**), attributable and appurtenant to the Said Flat.
- 6.1.3 **Parking Space:** The car parking space/s described in **Part-II** of the 6th Schedule below (**Parking Space**), if any.
- 6.1.4 **Share In Common Portions:** Undivided, proportionate, impartible and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 2nd Schedule below (collectively **Common Portions**).
- 6.1.5 **Easement Rights:** Right of perpetual easement on the roads and pathways situate inside the Spring Nest project. (**Easement Rights**).

The Said Flat, the Land Share, the Parking Space (if any), Share In Common Portions and Easement Rights collectively described in **Part-III** of the 6th Schedule below (collectively **Said Flat And Appurtenances**).

7. Consideration

- 7.1 **Total Consideration:** The aforesaid transfer of the Said Flat And Appurtenances is being made in consideration of a sum of **Rs. _____/- (Rupees _____ only) (Total Consideration)**, paid by the Buyer(s) to the Vendor, receipt of which the Vendor hereby, admits and acknowledges.

8. Terms of Transfer

8.1 Conditions Precedent

- 8.1.1 **Title, Plan and Construction:** The Buyer(s) have examined or caused to be examined the following and the Buyer(s) are 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 Vendor in respect of the Said Premises, the Said Complex, the Said Building and the Said Flat And Appurtenances;
 - (b) The Plans sanctioned by the Corporation and other permissions if any granted by the other competent authorities;
 - (c) The construction and completion of the Said Building, the Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.

- (d) The Buyer(s) also assure to comply with covenants of his/its part as stipulated herein and also observe generous rules and regulations as applicable in multi-storied buildings and shall maintain the said Flat in habitable condition without causing any changes structural or otherwise in the said Flat.
- 8.1.2 **Measurement:** The Buyer(s) have measured the area of the Said Flat and are satisfied regarding the same and agree and covenant 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 of the Said Flat And Appurtenances 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 forever.
- 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lispensens, attachments, *liens*, charges mortgages, trusts, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.2.4 **Other Rights:** Together with all other rights appurtenant to the Said Flat And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to:
- ~~8.3.1 **Payment of Extras:** the Buyer(s) regularly and punctually shall pay the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 and/or under the Co-operative Societies Act, 1983 (- Society /Association) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit.~~
- 8.3.2 **Payment of Common Expenses:** the Buyer(s) regularly and punctually shall pay proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/Maintenance Charges**), indicative list of which is given in the **3rd Schedule** below.
- 8.3.3 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), described in the **4th Schedule** below.
- 8.3.4 **Observance of Covenants:** the Buyer(s) observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **5th Schedule** below.

8.3.5 **Indemnification by Buyer(s):** Indemnification by the Buyer(s) about the Buyer(s) faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer(s) hereunder. The Buyer(s) agreed to keep indemnified the Vendor and/or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendor and/or its successors-in-interest by reason of any default of the Buyer(s).

9. Possession

9.1 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Flat And Appurtenances has been handed over by the Vendor to the Buyer(s), which the Buyer(s) admits, acknowledges and accepts.

10. Outgoings

10.1 **Payment of Outgoings:** All Municipal taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period from the date of possession or Completion Certificate, which ever may be earlier, in respect of the Said Flat And Appurtenances, whether as yet demanded or not, shall be borne, shall be borne, paid and discharged by the Buyer(s).

11. Holding Possession

11.1 **Buyer(s) Entitled:** The Vendor hereby covenants that the Buyer(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 Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer(s), without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

12. Further Acts

12.1 **Vendor to do:** The Vendor hereby covenants that the Vendor or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer(s) and/or successors-in-interest of the Buyer(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(s) to the Said Flat And Appurtenances. And the Vendor shall comply with its obligations as provided in the West Bengal Housing Industry Regulation Act, 2017 subject to the Buyer(s) comply with his/its/their obligations and covenants as stipulated herein and in the said Sale Agreement.

13. Further Construction

13.1 **On the Roof:** The Vendor shall be entitled to construct further storey's on the roof above the top floor of the Said Building and the Buyer(s) covenant that the Buyer(s) shall not obstruct or object to the same, notwithstanding that in the event of such further storey's being constructed, the Land Share of the Said Flat shall stand altered and/or modified. The Vendor and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes (without causing unreasonable inconvenience to the Buyer(s) and/or the other occupants of the Said Building) as may be necessary for making such further stories and the Buyer(s) covenant that the Buyer(s) shall not be entitled to raise any objection in any manner whatsoever with regard thereto.

14. General

14.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat 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.

15. Interpretation

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

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

15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

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

1st Schedule (Said Premises)

All That piece and parcel of land admeasuring about **2 (two) Bigha 2 (two) Cottah 15 (fifteen) Chittak** in Mouza Parui, J.L No 3, R.S No 80, R.S Khatian Nos. 1122 and 1176 (C.S Khatian Nos.777 and 576), 3480/3627, 3413, 3410 under Police Station Parnarshree (formerly Behala) within the limits of Ward No.128 of the Kolkata Municipal Corporation, recorded in Assessment Roll No. 411281300159, now also being demarcated and numbered as Municipal Premises No 15, Dr N.G Saha, Road, Kolkata-

700061 [being Postal Address Premises No 25 Dr N.G Saha, Road, Kolkata-700061) and butted and bounded as follows:

- On the North** : Factory of Nimbus Lamination (P) Limited
On the East : Dr. N. G. Saha Road
On the South : Dr. N. G. Saha Road
On the West : Partly by Dr. N.G. Saha Road, Partly by Corporation Park

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Premises.

2nd Schedule
(Common Portions)

1. **Area:**

- a) Open and/or covered paths and passages.
- b) Lobbies and staircases of the Said Building.
- c) Stair head room, lift and lift well.
- d) Boundary walls and main gates of the Said Premises.
- e) Landscape, Garden & Children's play area.

Note: The roof rights shall be dealt with in accordance with Clause 10.1.11 of this Agreement and the Buyer(s) specifically accept not to do any act which prevents or hinders further construction, use and enjoyment by the Vendor.

2. **Water and Plumbing:**

- a) Water reservoirs.
- b) Water Tanks.
- c) Water pipes (save those inside any Unit).
- d) Under ground tank and installations for fire fighting, if any.

3. **Electric Installations:**

- a) Wiring and accessories for lighting of Common Portions.
- b) Electric Installations relating to meter for receiving electricity from CESC
- c) Pump and motor.
- d) Lift and lift machinery.

4. **Drains:**

- a) Drains, sewers and pipes.
- b) Drainage connection with Municipal Corporation, if available.

5. **Others:**

Other areas and installations and/or equipments, if any, as are provided in the Said Complex and/or the Said Premises for common-use and enjoyment of the owners and occupants of the residential portion.

3rd Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
3. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. **Association:** Establishment and all other capital and operational expenses of the Association.
5. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
6. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the Said Building and the Said Complex.
7. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, D.G. Set, changeover switches, pumps 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 Portions.
8. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex **save** those separately assessed on the Buyer(s).
9. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
- 10 **Unsold Flats:** Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

4th Schedule
(Easements and Quasi-easements)

The Buyer(s) and the other co-owners shall allow each other, the Vendor and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Buyer(s) shall also be entitled to the same:

- 1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
- 2) **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Premises and the Said Building including the other flats and the Common Portions;
- 3) **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Building by other and/or others thereof;
- 4) **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained;
- 5) **Appurtenances of the Said Flat And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances;
- 6) **Right to Enter:** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, 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 Said Building;

5th Schedule (Covenants)

Note: For the purpose of this **Schedule**, the expression Vendor shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Buyer(s) elsewhere in this Conveyance, which shall also be and be deemed to be included in the Buyer' Covenants.

1. **Buyer(s) Aware of and Satisfied with Said Complex and Construction:** The Buyer(s) admit and accept that the Buyer(s), upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat And

Appurtenances. The Buyer(s) have examined and are acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyer(s) shall neither have nor shall claim any right over any portion of the Said Building and the Said Complex and the Said Premises save and except the Said Flat And Appurtenances.

2. **Buyer(s) to pay Taxes and Common Expenses/Maintenance Charges:** The Buyer(s) admits and accepts that the Buyer(s) shall pay Municipal and other taxes (proportionately for the Said Building and the Said Complex and wholly for the Said Flat And Appurtenances), from the Date of possession or completion certificate, which ever may be earlier, and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer(s), on the basis of the bills to be raised by the Vendor/Association, such bills being conclusive proof of the liability of the Buyer(s) in respect thereof. The Buyer(s) also admits and accepts that the Buyer(s) shall have mutation completed at the earliest. The Buyer(s) further admits and accepts that the Buyer(s) shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Building and the Said Complex as indicated above, on the basis of the bills as raised by the Vendor/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession. The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Vendor/Association. In the event of the Vendor being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future and if the Vendor is advised by its consultant that the Vendor is liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Vendor having agreed to perform the obligations, the Buyer(s) shall be made liable to pay all such tax, duty, levy or other liability and hereby agree to indemnify and keep the Vendor saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
3. **Buyer(s) to Pay Interest for Delay and/or Default:** The Buyer(s) admit and accept that the Buyer(s) shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Vendor/Association, within 7 (seven) days of presentation thereof, failing which the Buyer(s) shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Vendor/Association, such interest running till such payment is made. The Buyer(s) also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, the Vendor/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyer(s).
4. **Vendor's Charge/Lien:** The Buyer(s) admit and accepts that the Vendor shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Buyer(s).
5. **No Obstruction by Buyer(s) to Further Construction:** The Buyer(s) admit and accept that the Vendor is entitled to construct further stories s on and above the roof of the top floor of the Said Building and the Said Complex and/or to make other constructions elsewhere in the Said Premises and the Buyer(s) shall not obstruct or object to the same. The Buyer(s) also admit and

accept that the Vendor and/or employees and/or agents and/or contractors of the Vendor shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for making such further construction and the Buyer(s) shall not raise any objection in any manner whatsoever with regard thereto.

6. **No Rights of or Obstruction by Buyer(s):** The Buyer(s) admit and accept that all open areas in the Said Building and the Said Complex including all open car parking spaces which are not required for ingress to and egress from the Said Flat, do not form part of the Common Portions in terms of the Agreement and the Vendor shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.
7. **Variable Nature of Land Share and Share In Common Portions:** The Buyer(s) covenants that (1) the Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions has been arrived at on a very rough estimation of the proportion that the Said Flat bears to the currently proposed area of the Said Building and the Said Complex and if the area of the Said Building and the Said Complex is increased/recomputed by the Vendor (which the Vendor shall have full right to do and which right is hereby unconditionally accepted by the Buyer(s)), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately, (2) the Buyer(s) shall not question any variation (including diminution) of the Land Share and the Share In Common Portions as decided by the Vendor, (3) the Buyer(s) shall not demand any refund of the Total Consideration paid by the Buyer(s) on ground of or by reason of any variation of the Land Share and the Share in Common Portions and (4) the Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions is not divisible and partiable. The Buyer(s) shall accepts (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Vendor.
8. **Buyer(s) to Participate in Formation of Association:** The Buyer(s) admit and accept that the Buyer(s) and other co-owners shall form the Association and the Buyer(s) shall become a member thereof. The Buyer(s) shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer(s) shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Buyer(s) also admit and accept that until formation of the Association, the Vendor shall look after the maintenance of the Said Building and the Said Complex and/or the Said Premises. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Buyer(s), after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer(s), for the respective purposes thereof. However, it is clarified here that the Vendor shall have the sole discretion as to when the Association is to be formed and maintenance of the Said Building, Said Complex and/or the Said Premises to be handed over.
9. **Obligations of the Buyer(s):** With effect from the Date of Possession, the Buyer(s) shall:

- 9.1 **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, Said Complex and/or the Said Premises by the Vendor/Association.
- 9.2 **Observing Rules:** observe the rules framed from time to time by the Vendor/Association for the beneficial common enjoyment of the Said Building, Said Complex and/or the Said Premises.
- 9.3 **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions.
- 9.4 **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Vendor or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Building. The Buyer(s) shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building, Said Complex and/or the Said Premises.
- 9.5 **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances the Buyer(s) shall use the Said Flat for commercial, industrial or any other purpose.
- 9.6 **No Alteration:** not alter, modify or in any manner change the elevation and exterior colour scheme of the Said Building, Said Complex and/or the Said Building and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Vendor or the Association. In the event the Buyer(s) makes the said alterations/changes, the Buyer(s) shall compensate the Vendor/Association as estimated by the Vendor/Association.
- 9.7 **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Building which may affect or endanger the structural stability of the Said Building and not subdivide the Said Flat in any manner whatsoever.
- 9.8 **No Sub-Division of flat/parking space/servant quarters:** Not to sub-divide the flat/parking space/servants quarter under any circumstances.
- 9.9 **No Changing Name:** not change/alter/modify the name of the Said Building, Said Complex, which has been given by the Vendor.
- 9.10 **No Nuisance and Disturbance:** not use the Said Flat or the 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 Building, Said Complex and/or the Said Premises and/or the neighboring 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 occupants.

- 9.11 **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Building, Said Complex and/or the Said Premises.
- 9.12 **No Obstruction to Vendor/Association:** not obstruct the Vendor/Association in their acts relating to the Common Portions and not to obstruct the Vendor in constructing other portions of the Said Building, Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Building, Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).
- 9.13 **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- 9.14 **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Vendor and/or the Association for the use of the Common Portions.
- 9.15 **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated there for.
- 9.16 **No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.
- 9.17 **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions.
- 9.18 **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Building, Said Complex or outside walls of the Said Flat **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer(s) from displaying a decent name plate outside the main door of the Said Flat.
- 9.19 **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and Parking Space (if any).
- 9.20 **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Building, Said Complex **save** in the manner indicated by the Vendor/Association.
- 9.21 **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- 9.22 **No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Building, Said Complex and/or the Said Premises.
- 9.23 **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.

10. **No Objection to Construction of Said Complex:** Notwithstanding anything contained herein, the Buyer(s) covenants that the Buyer(s) have accepted the scheme of the Vendor to construct the Said Complex in phases and hence the Buyer(s) have no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Flat And Appurtenances. The Buyer(s) shall not raise any objection to any inconvenience that may be suffered by the Buyer(s) due to and arising out of the construction activity in the Said Building, Said Complex/Said Premises after delivery of possession of the Said Flat And Appurtenances.
11. **No Dispute for Not Construction of Other Areas:** The Buyer(s) further covenants that the Buyer(s) shall not have any right to raise any dispute or make any claim with regard to the Vendor either constructing or not constructing any portions of the Said Complex other than the Said Flat And Appurtenances. The Buyer(s) have interest only in and upon the Said Flat and the Common Portions as are comprised in the Said Building and the Said Complex. However, and only upon the Vendor constructing the balance portions of the Said Building and the Said Complex, the Buyer(s) shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Building and the Said Complex which may be constructed by the Vendor for common use and enjoyment of all the flat owners of the Said Building and the Said Complex.

6th Schedule
(Part-I)
(Said Flat)

Residential Flat No. _____ on the _____ Floor, having super built-up area of approximately _____ (_____) square feet [corresponding to carpet area approximately _____ (_____) square feet], consisting of _____ (_____) bed rooms, _____ (_____) toilets, 1 (one) kitchen and 1 (one) living/dining room, **(Said Flat)**, comprised in Block No. II **(Said Building)** in the complex named 'SPRING NEST' **(Said Complex)** situated at All That piece and parcel of land at Municipal Premises No 15, Dr N.G Saha Road, Kolkata-700061 **(Said Premises)**, and more fully described the **1st Schedule** above.

(Part-II)
(Parking Space)

_____ No(s). of Covered Car-parking Space being No. _____, lying at the Ground Level of the Building/Block No. _____, and _____ No(s). of Open Car-parking Space being No. _____, lying at the Ground Level of the Building/Block No. _____, in the complex named 'SPRING NEST' erected at the said Premises, as more fully described the **1st Schedule** above, as also delineated on the plan attached hereto.

Part-III
(Said Flat And Appurtenances)
[Subject Matter of Conveyance]

Residential Flat No. _____ on the _____ Floor, having super built-up area of approximately _____ (_____) square feet [corresponding to carpet area approximately _____ (_____) square feet], consisting of _____ (_____) bed rooms, _____ (_____) toilets, 1 (one) kitchen and 1 (one) living/dining room, **(Said Flat)**, comprised in Block No. II **(Said Building)** in the complex named 'SPRING NEST' **(Said Complex)** situated at All That piece and parcel of land at Municipal Premises No 15, Dr N.G Saha Road, Kolkata-700061 **(Said Premises)**, and more fully described the **1st Schedule** above.

Together With _____ No(s). of Covered Car-parking Space being No. _____, lying at the Ground Level of the Building/Block No. _____, and _____ No(s). of Open Car-parking Space being No. _____, lying at the Ground Level of the Building/Block No. _____, in the complex named 'SPRING NEST' erected at the said Premises, as more fully described the **1st Schedule** above, as also delineated on the plan attached hereto.

Together With undivided, proportionate, impartible and variable share in the land contained in the Said Premises, more fully described the **1st Schedule** above, attributable and appurtenant to the Said Flat.

Together With undivided, proportionate, impartible and variable share and/or interest in the Common Portions described in the **3rd Schedule** above as be attributable and appurtenant to the Said Flat.

21. EXECUTION AND DELIVERY:

21.1 IN WITNESS WHEREOF the Vendor and Buyer(s) have executed and delivered this instrument of Deed of Conveyance on the day month and year given above.

SIGNED SEALED AND DELIVERED

by the within named **VENDOR** at
 Kolkata in the presence of:

1.

[Vendor]

2.

[Buyer(s)]

Drafted by me.

Advocate.
High Court, Calcutta

Receipt And Memo of Consideration

Received from the withinnamed Buyer(s) the within mentioned sum of **Rs. _____/- (Rupees _____ only)** towards full and final payment of the Consideration For Transfer of the Said Flat And Appurtenances described in the **Part-III** of the **6th Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
TOTAL			Rs. _____/-

(Rupees _____ only)

[Vendor]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____