

CONVEYANCE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **All Well Marketing Private Limited (PAN-AACCA7923M)**, a Company incorporated under the Companies Act, 1956, having its registered office at 2, Rowland Road, Police Station Ballygunge,

Post Office Lala Lajpat Rai Sarani, Kolkata-700020 represented by its authorized signatory Mr. Sanjiv Kumar Dabriwal (PAN ADEPD7510M), son of Sri Dwarka Prasad Dabriwal, by nationality Indian, by occupation Business, residing at 2, Rowland Road, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata-700 020

- 3.2 **Monica Marketing Private Limited (PAN-AACCM2076M)**, a Company incorporated under the Companies Act, 1956, having its registered office at 2, Rowland Road, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata-700020, represented by its authorized signatory Mr. Sanjiv Kumar Dabriwal (PAN ADEPD7510M), son of Sri Dwarka Prasad Dabriwal, by nationality Indian, by occupation Business, residing at 2, Rowland Road, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata-700 020 (collectively **Vendors** which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns)

And

- 3.3 **Allmon Emerald LLP (PAN-ABHFA9580B)**, a registered Limited Liability Partnership Firm, having its office at 2, Rowland Road, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata-700020, represented by its authorized signatory Mr. Sanjiv Kumar Dabriwal (PAN ADEPD7510M), son of Sri Dwarka Prasad Dabriwal, by nationality Indian, by occupation Business, residing at 2, Rowland Road, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata-700 020 (**Developer**, which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns)

And

Sole/First Purchaser:

- 3.4

-----, s/o, h/o,
w/o of ----- residing
at -----

Second Purchaser

-----, s/o, h/o,
w/o of ----- residing
at -----

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

Vendors, Developer and Purchaser, collectively **Parties** and
individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

4.1 **Said Unit:** Residential Unit No. _____ on the
_____ of the _____ floor, having super built-up
area _____ (_____) square feet more or less
corresponding to carpet area _____ (_____) square
feet more or less, described in **Part-I** of the **6th Schedule** below
and demarcated in colour **Green** on Plan **B** attached herewith
(**Said Unit**), comprised in the building named "**RIDDHI SIDDHI
EMERALD**" (**Said Building**), situates, lying at and being
Municipal Premises 280, Mahatma Gandhi Road, Kolkata-700104,
Police Station Haridevpur (formerly Thakurpukur), Post Office
_____, within Ward No. 142 of the Kolkata Municipal
Corporation, District South 24 Parganas, District Registration
office Alipore, Behala, described in the **1st Schedule** below and
demarcated in colour **Red** on Plan **A** attached (**Said Premises**).

4.2 **Land Share:** Undivided, variable, impartible, proportionate share
in the land contained in the Said Premises, as is attributable to
the Said Unit and Parking Space (defined below) (**Land Share**).
The Land Share is/shall be derived by taking into consideration
the proportion which the covered area of the Said Unit and the
Parking Space bears to the total covered area of all the Units in
the New Building.

4.3 **Parking Space:** _____ (_____) open/covered car parking
space of the Said Premises, for parking of motor car within the

allotted earmarked space, described in **Part-II** of the **6th Schedule** below and demarcated in colour **Blue** on Plan **C** attached herewith (**Parking Space**).

- 4.4 **Share In The Common Portions:** Undivided, variable, impartible, proportionate share in common areas, amenities and facilities of the New Building (**Share In The Common Portions**), the said common areas, amenities and facilities being described in the **2nd Schedule** below (collectively **Common Portions**). The Share In The Common Portions is/shall be derived by taking into consideration the proportion which the covered area of the Said Unit and Parking Space bears to the total covered area of all the Units in the New Building.
- 4.5 **Other Rights:** All other rights appurtenant to the Said Unit.
- 4.6 **Said Unit And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 above, which are collectively described in **Part-III** of the **6th Schedule** below (collectively **Said Unit And Appurtenances**).

5. Background

- 5.1 **Ownership of Snehamoyee Mondal:** Snehamoyee Mandal was the owner of land comprised in C.S. *Dag* No. 41, recorded in (Hal) *Khatian* No. 549, Mouza- Ramchandrapur Gram, J.L. No. 31, R.S. No. 338, Touzi No. 426 B 1, Police Station Thakurpukur, District 24 Parganas.
- 5.2 **Sale by Snehamoyee Mondal:** By a Bengali Deed of Conveyance dated 19th November, 1934, Snehamoyee Mondal sold her entire right, title and interest in the entire estates of Snehamoyee Mondal, to Sadhan Chandra Naskar together with an occupant named Sadhan Chandra Naskar. Pertinent to mention herein that, subsequent to the purchase, Sadhan Chandra Naskar filed an eviction suit before and the said suit was decreed in favour of Sadhan Chandra Naskar.
- 5.3 **Said Agreement with Suniti Mala Danial:** During the pendency of the said suit, Sadhan Chandra Naskar had entered into an Agreement dated 5th July, 1966 (**Said Agreement with Suniti Mala Danial**) for sale and purchase of land measuring 8 (eight) *cottah*, more or less, out of the entire property.
- 5.4 **Said Suit by Suniti Mala Danial:** Later, Sadhan Chandra Naskar denied to sell the land measuring 8 (eight) *cottah*, more or less, being the subject matter of the Said Agreement with Suniti Mala Danial. Owing to such refusal, Suniti Mala Danial, filed a suit for specific performance of contract, against Sadhan Chandra Naskar,

before the Learned 7th Sub-Judge, Alipore, vide Case No. 6 of 1967 (**Said Suit by Suniti Mala Danial**).

- 5.5 **Demise and Substitution in Said Suit by Suniti Mala Danial:** During, the pendency of the Said Suit by Suniti Mala Danial, Sadhan Chandra Naskar, died on 10th July, 1970, leaving behind him surviving his 3 (three) sons, namely, Arun Kumar Naskar, Sudhanshu Naskar and Bhupal Chandra Naskar and 3 (three) daughters, namely, Kalpana Naskar, Namita Naskar and Sabita Chandra nee Naskar, as his only legal heirs and heiresses (collectively **Legal Heirs Of Late Sadhan Chandra Naskar**). Therefore, the deceased defendant Late Sadhan Chandra Naskar was substituted by the Legal Heirs Of Late Sadhan Chandra Naskar and the Said Suit by Suniti Mala Danial was also got transferred before the Learned 9th Sub-Judge, Alipore and was renumbered as Case No. 49 for the year 1969. In later stage, the Learned Court of 9th Sub-Judge, Alipore, was pleased to pass a decree **in favour** of the plaintiff Suniti Mala Danial.
- 5.6 **Sale by the Legal Heirs Of Late Sadhan Chandra Naskar:** Owing to decree, the Legal Heirs Of Late Sadhan Chandra Naskar duly conveyed the land measuring 8 (eight) *cottah*, more or less, comprised in C.S. *Dag* Nos. 41 and 44, recorded **in** *Khatian* Nos. 251 and 549, *Mouza* Ramchandrapur, J.L. No. 31, R.S. No. 334, *Touzi* No. 416 B I, Police Station Thakurpukur, District South 24 Parganas (**Said Premises**) sold conveyed transferred Oin favour of Suniti Mala Danial (), by a registered Deed of Conveyance dated 5th May, 1971, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 23, at Pages 218 to 226, being Deed No. 1487 for the year 1971.
- 5.7 **Sale by Suniti Mala Danial:** By a Deed of Conveyance dated 29th March 1984, registered in the Office of District Sub-Registrar, Alipore, in Book No. I, Volume No. 16, at Pages 143 to 153, being Deed No. 2662 for the year 1984, Suniti Bala Danial sold the entirety of the Said Premises, to Swapna Chowdhury.
- 5.8 **Record of Name:** Swapna Chowdhury subsequently, recorded her name in the records of the Land Reforms Settlement, with respect to the Said Premises, vide L.R. *Khatian* No.1321/1 and the said *Dag* comprised in the Said Premises was also renumbered and came to be known as L.R. *Dag* No. 53.
- 5.9 **First Sale by Swapna Chowdhury:** By a Deed of Sale dated 20th September, 2010, registered in the Office of the Additional District Sub-Registrar, Behala, South 24 Parganas, in Book No. I, CD Volume No. 21, at Pages 78808 to 7823, being Deed No. 08807 for the year 2010, Swapna Choudhury sold land measuring 2

(two) *cottah*, more or less, out of the Said Premises, to All Well Marketing Private Limited (the Vendor No. 3.1 herein).

- 5.10 **Second Sale by Swapna Chowdhury:** By a Deed of Sale dated 20th September, 2010, registered in the Office of the Additional District Sub-Registrar, Behala, South 24 Parganas, in Book No. I, CD Volume No. 21, at Pages 7780 to 7795, being Deed No. 08808 for the year 2010, Swapna Choudhury sold further parcel of land measuring 2 (two) *cottah*, more or less, out of the Said Premises, to Monica Marketing Private Limited (the Vendor No. 3.2 herein).
- 5.11 **Second Sale by Swapna Chowdhury:** By another Deed of Sale dated 20th September, 2010, registered in the Office of the Additional District Sub-Registrar, Behala, South 24 Parganas, in Book No. I, CD Volume No. 21, at Pages 7764 to 7779, being Deed No. 08809 for the year 2010, Swapna Choudhury sold further parcel of land measuring 2 (two) *cottah*, more or less, out of the Said Premises, to Monica Marketing Private Limited (the Vendor No. 3.2 herein).
- 5.12 **First Sale by Swapna Chowdhury:** By a Deed of Sale dated 20th September, 2010, registered in the Office of the Additional District Sub-Registrar, Behala,, South 24 Parganas, in Book No. I, CD Volume No. 22, at Pages 65 to 80, being Deed No. 08812 for the year 2010, Swapna Choudhury sold further parcel of land measuring 2 (two) *cottah*, more or less, out of the Said Premises, to All Well Marketing Private Limited (the Vendor No. 3.1 herein).
- 5.13 **Records of Rights:** Subsequent to the purchase, All Well Marketing Private Limited (the Vendor No. 3.1 herein) and Monica Marketing Private Limited (the Vendor No. 3.2 herein) have mutated their names in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 3048 and 3049.
- 5.14 **Absolute Ownership of Vendors:** Thus, by virtue of the aforesaid purchases and records of rights, the Vendors have become the absolute owners of the Said Premises.
- 5.15 **Assessment And Numbering under Kolkata Municipal Corporation:** The Said Premises was assessed and numbered as Municipal Premises No. 280, Mahatma Gandhi Road, Kolkata-700104, within Ward No. 142 of the Kolkata Municipal Corporation.
- 5.16 **Mutation in the Records of the Kolkata Municipal Corporation:** Subsequently, the Vendors have mutated their names in the records of the Kolkata Municipal Corporation vide Assessee Nos.711420507578.

- 5.17 **Sanction Plans:** Thereafter, the Vendors have applied and obtained building plan from the Kolkata Municipal Corporation, vide Building Permit No. 2015140526 dated 17th December, 2015 (**Sanction Plans**).
- 5.18 **Desire to Develop:** The Vendors being desirous to develop the Said Premises by constructing a multi-storied building containing various flats, units (both residential and commercial), capable of being hold and enjoy independently from each other and subsequent commercial exploitation thereof, the Vendors have constituted a Limited Liability Partnership firm under the name and style of Allmon Emerald LLP, being the Developer herein, vide an Agreement dated 10th March, 2017, which was duly registered with the Registrar for Limited Liability Partnership, Kolkata.
- 5.19 **Right to Develop:** The Vendors and the Developer have entered into an Agreement dated 11th May, 2017, the Vendors have appointed the Developer for commercial exploitation of the Said Premises by development and construction of the Said Building, known as **RIDDHI SIDDHI EMERALD** thereon, having several self-contained residential/commercial apartments (collectively **Units**), open and covered car parking spaces. The Vendors agreed to sell to persons procured by the Developer (collectively **Intending Purchaser**) undivided, variable, impartible, proportionate shares in the land contained in the Said Premises attributable to the concerned Units/car parking spaces together with the benefit of the sanctioned Plans (defined below) of the Said Building relating to such Units and undivided, variable, impartible, proportionate benefit of the Plans relating to the Common Portions, as be attributable to such Units (collectively **Developer's Area**), in consideration of the Developer constructing, completing, finishing and handing over to the Vendors certain Units and certain parking spaces in the Said Building together with undivided, variable, impartible, proportionate shares in the land contained in the Said Premises and the Common Portions as be attributable to such Units and parking spaces and benefit of the Plans relating to such Units and undivided, variable, impartible, proportionate benefit of the Plans relating to the Common Portion as be attributable to such Units (collectively **Vendors' Area**). The Vendors and the Developer have mutually agreed that, the Developer shall have absolute right to enter into Agreements for Sale, with respect to any unit/s (both residential and commercial) along with other salable areas, and receive consideration against the same.
- 5.20 **Scheme of Developer:** The Developer formulated a scheme for developing and construction the Said Building (Residential cum Commercial), where under the Developer shall nominate the

Intending Purchaser to purchase from the Vendors undivided, variable, impartible, proportionate share in the land contained in the Said Premises and the benefit of the Plans attributable to the Units, which the Intending Purchaser shall purchase, conditional upon the Intending Purchaser purchasing from the Developer the concerned Units, the parking spaces and the undivided, variable, impartible, proportionate share in the Common Portions as be attributable to such Units.

5.21 **Approach by Purchaser:** The Purchaser approached the Developer to purchase the Said Unit And Appurtenances described in **Part-III** of the **6th Schedule** below, which is comprised in the Developer's Area.

5.22 **Sale Agreement:** By an agreement dated _____ (**Sale Agreement**), the Vendors and the Developer have agreed to sell the Said Unit And Appurtenances and the Purchaser has agreed to purchase the same in the following manner:

5.22.1 **Land Share etc.:** To nominate the Purchaser to purchase the Land Share and the benefits of the Plans relating to the Said Unit and Parking Space and the Share In The Common Portions from the Vendors and the Vendors, accepting such nomination, have agreed to convey and transfer the same;

5.22.2 **Said Unit etc.:** To sell and convey to the Purchaser the Said Unit, the Parking Space and the Share In The Common Portions;

the above collectively being the Said Unit And Appurtenances described in **Part-III** of the **6th Schedule** below.

5.23 **Construction of New Building:** The Developer has completed construction of the Said Building.

5.24 **Conveyance to the Purchaser:** In pursuance of the Sale Agreement, the Vendors and the Developer are completing the sale of the Said Unit And Appurtenances in favour of the Purchaser, by these presents.

6. Transfer:

6.1 **Hereby Made:** The Vendors and the Developer hereby sell, convey and transfer to and unto the Purchaser, absolutely and for ever, free from all encumbrances of any and every nature whatsoever, the Said Unit And Appurtenances described in **Part-III** of the **6th Schedule**, in the manner below.

6.2 **By Vendors:** At the request of the Developer, the Vendors, accepting the Purchaser as the nominee of the Developer, are hereby selling, conveying and transferring to the Purchaser:

- 6.2.1 **Land Share:** The Land Share, i.e. an undivided, variable, impartible, proportionate share in the land contained in the Said Premises described in the **1st Schedule** below, as is attributable to the Said Unit and the Parking Space.
- 6.3 **By Developer:** The Developer is hereby selling, conveying and transferring to the Purchaser:
- 6.3.1 **Said Unit:** The Said Unit, described in **Part-I** of the **6th Schedule** below.
- 6.3.2 **Parking Space:** The Parking Space, described in **Part-II** of the **6th Schedule** below.
- 6.3.3 **Share In The Common Portions:** The undivided, variable, impartible, proportionate share in the Common Portions, described in the **2nd Schedule** below, as is attributable to the Said Unit and the Parking Space.
- 6.3.4 **Other Rights:** All other rights appurtenant to the Said Unit.

7. Consideration:

- 7.1 **Amount:** The aforesaid transfer of the Said Unit And Appurtenances is being made in consideration of a sum of Rs. _____/- (Rupees _____) only (**Consideration**), receipt of which the Vendors and the Developer hereby as well as in the Memo of Receipts below written, admit and acknowledge, which includes (1) the consideration (pecuniary as well as area) received by the Vendors through the Developer towards price of the Land Share and benefit of the Plans relating to the Said Unit and the Parking Space and undivided, variable, impartible, proportionate benefit of the Plans relating to the Common Portions, as is attributable to the Said Unit and the Parking Space and (2) the consideration received by the Developer towards price of the Said Unit, the Parking Space and Share In The Common Portions, and the Vendors and the Developer hereby admit and acknowledge the same.

8. Terms of Transfer

8.1 Conditions Precedent:

- 8.1.1 **Title, Plan and Construction:** The Purchaser has examined or caused to be examined the following and the Purchaser is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same:

- (a) The right title and interest of the Vendors and/or the Developer in respect of the Said Premises, the New Building and the Said Unit And Appurtenances;
 - (b) The Plans sanctioned by the Kolkata Municipal Corporation;
 - (c) The construction and completion of the New Building, the Common Portions and the Said Unit And Appurtenances including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.1.2 **Measurement:** The Purchaser is satisfied regarding the same and agree and covenant not to ask for any details or question regarding the computation of area or make any claims in respect thereof.
- 8.2 **Salient Terms:** The transfer of the Said Unit 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 for ever.
 - 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges mortgages, trusts, debaters, reversionary rights, residuary rights, claims and statutory prohibitions.
 - 8.2.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **2nd Schedule** below, in common with the other Intending Purchaser, the Developer and the Vendors.
 - 8.2.5 **Other Rights:** Together with all other rights appurtenant to the Said Unit And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Unit And Appurtenances being effected by this Conveyance is subject to:
- 8.3.1 **Payment of Common Expenses:** the Purchaser regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses**), indicative list of which is given in the **3rd Schedule** below, to the Association (defined in Clause 3.1 of the **5th Schedule** below).
 - 8.3.2 **Easements And Quasi-easements:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Easement And Quasi-easement**), described in the **Part-I** of the **4th Schedule** below and together with special rights and benefits reserved unto the Vendor/Developer and/or its/their Transferee/Assignee, described in the **Part-II** of the **4th Schedule** below.

- 8.3.3 **Observance of Covenants:** the Purchaser observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Part-I** of the **5th Schedule** below and Covenants for the Protection of the Commercial/Semi Commercial Users, described in the **Part-II** of the **5th Schedule** below.
- 8.3.4 **Indemnification by Vendors:** indemnification by the Vendors about the correctness of their title. This Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors.
- 8.3.5 **Indemnification by Purchaser:** indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the Vendors and the Developer and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendors and the Developer and/or their successors-in-interest by reason of any default of the Purchaser.

9. Possession

- 9.1 **Delivery of Possession:** Khas, vacant, peaceful and satisfactory possession of the Said Unit And Appurtenances has been handed over by the Developer to the Purchaser which the Purchaser admit, acknowledge and accept.

10. Outgoings

- 10.1 **Developer to Bear:** All Municipal taxes, surcharge, outgoings and levies of or on the Said Unit And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Unit And Appurtenances to the Purchaser (**Possession Date**), whether as yet demanded or not, shall be borne, paid and discharged by the Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Unit And Appurtenances shall be borne, paid and discharged by the Purchaser from the Possession Date.

11. Holding Possession

- 11.1 **Purchaser Entitled:** The Developer and the Vendors hereby covenant that the Purchaser shall and may, from time to time, from the date of possession, peacefully and quietly enter into, hold, possess, use and enjoy the Said Unit And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or

intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or the Developer or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors or the Developer.

12. General

12.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Unit And Appurtenances by this Conveyance after having completely satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual.

13. Interpretation

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

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

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

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

**1st Schedule
(Said Premises)**

ALL THAT the piece and parcel of *Bastu* land measuring 8 (eight) *cottah*, more or less, equivalent to 13 (thirteen) decimal, more or less, comprised in R.S. Dag Nos. 41 and 44, corresponding to L.R. *Dag* No. 53, recorded in L.R. *Khatian* Nos. 3048 and 3049, *Mouza* Ramchandrapur, J.L. No. 31, R.S No. 334, *Touzi* No. 416 B -1, situates, lying at and being Municipal Premises 280, Mahatma Gandhi Road, Kolkata-700104, Police Station Haridevpur (formerly Thakurpukur), Post Office _____, within Ward No. 142 of the Kolkata Municipal Corporation, District South 24 Parganas, District Registration office Alipore, Behala, bordered in **Red** colour on attached **Plan** marked **A** and is butted and bounded as follows:

On The North: By 40 ft. wide M.G Road;

On The East: By Subhasini Sardar's House and Tank
(Plot no 45 and 46);
On The South: By C.S. Dag No. 44 and building;
On The West: By C.S Dag No. 41 and 6 ft wide Road

**2nd Schedule
(Common Portions)**

1. The Foundation Columns Beams Supports Corridors Lobbies Stairs, Stairways Landings Entrances Exits and Pathways Ramp Driveways.
2. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room,
3. Common Passage and Lobby on Ground Floor excepting car parking area, if any,
4. Water Pump, Water Tank, Water Pipes and other common Plumbing Installation,
5. Transformer if any, Electric Wiring, Motor and Fittings,
6. Drainage and Sewers including Main Holes, Septic Tank etc.,
7. Pump House,
8. Boundary Walls and Main Gates,
9. Intercom Systems at an additional cost to be shared by all the purchasers of the flats proportionately pro-rata,
10. Demarcated 50% portion of the ultimate roof for common purposes comprising of overhead water reservoir and lift machine room and remaining 50% of the Roof is strictly retained by the developer for various purposes including commercial use,
11. Generator in the Complex at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata.
12. Such other Common Parts Areas Equipment Installations Fixtures Fittings Covered and Open Space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units and as are specified by the Developer expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Developer for different purposes. The Developer shall be entitled to assign and/or transfer the open side spaces by way of four wheeler or two wheeler parking spaces and the Purchaser undertakes not to object to the same.

PROVIDED that the Developer has retained for its use and enjoyment a demarcated 50% area of the roof of built up area on the Northern side front portion of such roof.

The residue area of the roof only, which includes O.H. water reservoir and lift machine room only shall be treated as common. The retained area of the roof with free egress and ingress from the stair case and landing shall at all time absolutely belong to the Developer and the Developer shall be entitled to deal with and/or dispose of and/or let out the same with such additions attachments etc. at the sole discretion of the Developer.

It is further provided that such demarcated area of the roof shall be the absolute property of the Developer and the developer shall be absolutely free to deal with, dispose of and/or utilized the same for any purpose whatsoever including for construction if sanctioned and/or setting up any service and/or satellite tower and/or for sale to any party and the Purchaser hereby consents to the same and undertakes not to question the authority of the Developer either by itself/ himself/ herself or through the Association or the Society the right of the Developer to utilize use or dispose of such demarcated area and the retained portion of the roof belonging to the Developer as stated above in any manner as stated above in any manner as may be thought fit by the Developer.

It is further provided that in case of construction of further storey or storeys over the roof, such demarcated portion of the roof for common purposes shall be provided out of the ultimate roof area after such further storey or storeys has been constructed.

3rd Schedule (Common Expenses)

1. **Maintenance:** All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Unit) walls of the New Building.
2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, generator, fire fighting equipment, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Common Portions.
3. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, including durwans,

sweepers, plumbers, electricians etc. and their perquisites, bonus and other emoluments and benefits.

4. **Association:** Establishment and all other expenses of the Association (defined below) including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the Association.
5. **Insurance:** Insurance premium and other expenses for insuring the New Building and/or the Common Portions, inter alia, against earth quake, fire, mob violence, damages, civil commotion, lighting etc.
6. **Fire Fighting:** Costs of operating and replacing the fire fighting equipments (in any).
7. **Common Utilities:** All charges and deposits for supplies of common utilities, in common.
8. **Electricity:** Electricity charges for the electrical energy consumed for the Common Portions.
9. **Litigation:** All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Portions.
10. **Rates And Taxes:** Municipal Tax, Water Tax, Urban Land Tax and other levies in respect of the Said Premises and the New Building save those separately assessed on the Purchaser.
11. **Reserves and Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the Developer to be necessary or incidental or liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Common Portions.

**4th Schedule
Part-I
(Easements and Quasi-easements)**

The Purchaser and the other Intending Purchaser shall allow each other, the Vendors, the Developer and the Association (defined below), the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchaser shall also be entitled to the same:

- 1) **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all 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 New Building including the Units and the Common Portions.
- 3) **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the New 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 Unit And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Unit And Appurtenances.
- 6) **Right to Enter:** The right, with or without workmen and necessary materials, to enter upon the New Building, including the Said Unit And Appurtenances or any other Unit for the purpose of repairing any of the Common Portions or any appurtenances to any Unit and/or anything comprised in any Unit, 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 New Building except the adjacent terrace attached to or accessible from any Unit.

Part-II
SPECIAL RIGHTS AND BENEFITS RESERVED UNTO THE
VENDOR/DEVELOPER AND/OR ITS TRANSFEREES/ASSIGNEES:

- 1) It is agreed by the Purchaser that the Developer reserves unto itself or in favour of its associates or nominees the following various rights and benefits at the said premises and/or the said housing complex notwithstanding the sale of the said unit and/or the undivided share in the portion of land lying beneath the building and common areas to the Purchaser and also notwithstanding the handing over of the maintenance to the association or maintenance company. Such rights and benefits reserved unto the Developer are fully agreed and consented to by the Purchaser hereby and the Purchaser undertakes not to infringe or object to such rights and benefits reserved unto the Developer hereunder.

- 2) The Developer reserves the right to make vertical and/or horizontal exploitation of the said premises by constructing upon the existing building and/or by extending the building and/or in the open areas of the roof or the compound without infringing upon the ultimate convenience of the flat purchasers and the declared common areas save that in case of vertical construction being undertaken, the 50% demarcated portion of the ultimate roof will be deemed as common and the Purchaser consents and covenants not to raise objection and /or create obstruction on the ground of temporary inconvenience being faced during the course of such construction or exploitation.
- 3) It is fully understood by the Purchaser that certain areas of the new building shall be comprised of commercial areas as already sanctioned as covered and/or semi commercial and certain further areas may be utilized by the Vendor as commercial or semi commercial areas even though the same were not originally sanctioned as commercial or semi commercial and the Developer undertakes not to object to or call in question such conversion made by the Developer of the retained areas at any future time.
- 4) The Developer shall be fully entitled and authorized to earmark the particular entrance gates and/or open spaces as exclusively appurtenant to the commercial areas or semi commercial areas and to segregate the same exclusively for the commercial or semi commercial section.
- 5) It is further hereby declared and clarified that notwithstanding any separation of the areas as appurtenant to commercial or semi commercial or any entrance doors, paths and passages exclusive for the commercial areas, the Purchaser or occupants of the commercial or semi commercial areas shall be fully entitled to use and enjoy and enter and exit through the paths and passages which might be utilized for the residential portion of the said premises and the Purchaser shall not have nor shall put any objection thereto on any ground whatsoever including the ground that the privacy of the residential segment is being transgressed.
- 6) It is also hereby clarified and agreed that the demarcated half portion on the northern front side of the ultimate open roof of the new building shall be segregated, demarcated and reserved exclusively for the use of the Developer to be used for any purpose including for commercial purposes and shall not be treated as common area. Such segregated portion of the roof reserved unto the Developer shall

be fully accessible through the staircase, landings, paths and passages running through the building and shall be utilized by the Developer for any purpose including commercial or semi commercial purposes as also for putting up any kind of tower, antenna, links and the Developer shall be fully entitled to install and erect all such towers and antennas without any objection by the Purchaser.

- 7) The Developer shall be fully entitled to install and erect any control room, meter room or electrical room including any sub-station and to erect electrical gadgets and equipments including increase of electrical load for the functioning, maintenance, upkeep etc. of any towers or antennas and connect the same through wires and cables running through the common areas of the building without intruding upon the convenience of the flat Purchaser.
- 8) The Developer shall always be entitled to transfer the whole or part of its such special rights and benefits reserved hereunder to any third party in lieu of such consideration and recurring charges as may be decided by the Developer without any objection from or by the Purchaser or the association or the maintenance company.
- 9) All such rights and benefits reserved unto the Developer shall be treated as the covenants running with the land and at no point of time the Purchaser or the association upon its formation and/or maintenance company shall have any kind of right or objection or to call the same in question in any court of law to which the Purchaser hereby agrees in an unqualified manner.

**5th Schedule
Part-I
(Covenants)**

1. **Transfer and Dismemberment:**
 - 1.1 **No Partition:** The Purchaser shall not, at any time, claim partition of the undivided impartible proportionate share in the Land of the Said Premises and/or the Common Portions.
 - 1.2 **Future Transfer:** Upon the execution and registration of this Conveyance in favour of the Purchaser, the Purchaser may deal with or dispose of the Said Unit And Appurtenances subject to the following conditions:

- 1.2.1 **Single Lot:** The Said Unit And Appurtenances shall be transferred in one lot and shall not be partitioned. In case of transfer in favour of more than one person, the same shall be done in their favour jointly.
- 1.2.2 **Same Covenants:** The transfer of the Said Unit And Appurtenances by the Purchaser shall not be in any manner inconsistent with this Conveyance and the covenants contained herein shall run with the land and be an integral part of such transfer.
- 1.2.3 **All Dues Clear:** All dues including outstanding amounts, interest, Common Expenses, electricity charges, Municipal and other taxes etc. relating to the Said Unit And Appurtenances payable to the Association and the Corporation respectively shall be paid by the Purchaser in full prior to the proposed transfer. Such dues, if any, shall in any event, be a charge on the Said Unit And Appurtenances.
- 1.2.4 **No Confirming Parties:** The Vendors and/or the Developer shall not be required to join as confirming parties or otherwise in any agreement or deed made in respect of the Said Unit And Appurtenances by the Purchaser.

2. Mutation, Taxes and Impositions:

- 2.1 **Mutation by Purchaser:** The Purchaser shall apply for and have the Said Unit And Appurtenances separately assessed and mutated in the name of the Purchaser.
- 2.2 **Failure of Purchaser to Mutate:** If the Purchaser fail to apply for mutation as above, the Developer shall be entitled to have the same effected and the Purchaser shall reimburse the Developer all costs and expenses incurred in this regard within 15 (fifteen) days. This is without prejudice to the other rights of the Developer.
- 2.3 **Payment of Outgoings Till Separate Assessment:** Until separate assessment of the Said Unit And Appurtenances, the Purchaser shall pay the proportionate share of the taxes and impositions (which includes Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Multistoried Building Tax, if any, Urban Land Tax, Betterment Fees, Water Tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) levied on the whole of the Said Premises and the New Building. Upon separate assessment, the Purchaser shall pay wholly all taxes and impositions, in respect of the Said Unit And Appurtenances.

- 2.4 **Penalty, Interest for Non/Delayed Payment:** The Purchaser shall be liable to pay penalty, interest, costs, charges and expenses for non/delayed payment of such taxes and impositions, proportionately or wholly, as the case may be.
- 2.5 **Effective Date for Payment by Purchaser:** All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Said Premises, the New Building and the Said Unit And Appurtenances, accruing till the Possession Date shall be paid by the Developer and those accruing for the period thereafter shall be paid by the Purchaser wholly, in case the same relates exclusively to the Said Unit And Appurtenances and proportionately, in case the same relates to the Said Premises and the New Building.
3. **Management and Maintenance of Common Portions:**
- 3.1 **Formation of Association:** The Developer and/or the Co-Vendors shall form a body of flat Vendors, whether registered or unregistered (**Association**), for the management and maintenance of the Common Portions.
- 3.2 **Management Till Formation of Association:** Until formation of the Association, the Developer may, from time to time, appoint ad-hoc committee or committees for such purposes and on such terms as the Developer may deem proper. The Developer, at its option, may also terminate the appointment of such ad-hoc committee or committees. The Purchaser shall not interfere or raise any objection whatsoever in or with the said functions of the Developer and/or of the Association, relating to the common purposes.
- 3.3 **Framing of Rules and Bye-laws:** The Developer and upon its formation, the Association, shall frame such rules, regulations and bye-laws for the common matters as the Developer or the Association may consider necessary but not inconsistent with the provisions herein and the Purchaser shall abide by the same for the beneficial common enjoyment of the New Building.
4. **Association:**
- 4.1 **Membership:** The Purchaser, the Vendors and also the Developer (if it retains any Unit) shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment of the Association and shall sign all forms and papers as be necessary and be reasonably required for formation of the Association.
5. **Title Deeds:**

- 5.1 **Custody:** The original Deed of Indemnity is in the custody of the Developer which the Developer shall hand over to the Association, upon formation. The Vendors and/or the Developer shall, arrange for inspection and production of relevant documents relating to the Said Premises and/or the New building as required by the Purchaser.
6. **Additions, Alterations and Payment of Betterment Fees etc:**
- 6.1 **Structural Alteration/Addition:** The Purchaser shall, at the costs of the Purchaser, wholly in case it relates to the Said Unit And Appurtenances and proportionately, in case it relates to all the Units in the New Building and/or the Common Portions, make all alterations and/or additions as be required to be made by the Kolkata Municipal Corporation or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof provided such payment of fees and/or penalties relate to the period after the date of Completion Certificate.
7. **User of Said Unit, Parking Space and Common Portions:**
- 7.1 **What the Purchaser shall do:** The Purchaser shall, at own costs and expenses:
- 7.1.1 **Good Repairs:** Keep the Said Unit And Appurtenances and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.
- 7.1.2 **User of the Parking Space and Common Portions:** Use the Parking Space and all Common Portions carefully, peacefully and quietly and only for the purposes for which they are meant and shall not let out or part with possession of the Parking Space independent of the Said Unit.
- 7.1.3 **Ingress and Egress:** Use all paths, passages, lifts and staircases (save those reserved by the Developer/Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.
- 7.1.4 **Fixation of grills:** Use and affix grills as specified by the Developer/Association.
- 7.2 **What the Purchaser shall not do:** The Purchaser shall **Not** do the following.
- 7.2.1 **No Obstruction:** Obstruct the Developer or Association in their acts relating to the common purposes and obstruct the Vendors/Developer in selling or granting rights to any person on any part of the Said Premises and/or the New Building (excepting

the Said Unit and Appurtenances including proportionate share in the Common Portions) and further obstruct the Vendors/Developer in selling or granting rights in the unsold open/ Covered car parking spaces to any of the Co-Vendors of the New Building.

- 7.2.2 **No Violating Rules:** Violate any of the rules and/or regulations laid down for user of the Common Portions.
- 7.2.3 **No Injury, Harm or Damage:** Injure, harm or damage the Common Portions or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- 7.2.4 **No Alteration/Withdrawing Support:** Alter, modify or change in any manner any beams, columns, supports, windows, openings, outer walls, doors etc. or anything which may affect the structural strength/stability of any portion of the New Building or open out any additional window or fix any grill or box grill or ledge or any other apparatus protruding outside the exterior of the Said Unit or any portion thereof or make any alteration or changes in pipes, conduits, cables and other fixtures and fittings which may affect the other Units in the New Building or the provision of utilities like electricity, water, drainage to other portions of the New Building.
- 7.2.5 **No Alteration of Elevation and Colour Scheme:** Alter any portion, elevation or colour scheme of the externally visible portions of the Said Unit And Appurtenances and the New Building, including windows, grills and the main door of the Said Unit other than according to the specifications of the Developer/Association and on obtaining prior written permission of the Developer/Association.
- 7.2.6 **No Throwing Refuse:** Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **Save** at the place indicated therefor.
- 7.2.7 **No Placement of Articles in Common Portions:** Place or cause to be placed any article or object in the Common Portions.
- 7.2.8 **User of Said Unit:** Use the Said Unit or any part thereof for any purpose other than for residential purpose.
- 7.2.9 **No Injurious Activities:** Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit And Appurtenances.
- 7.2.10 **No Nuisance and Annoyance:** Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of

the other Units in the New Building and/or the adjoining building or buildings.

7.2.11 **No Club, Meeting Hall, Conference Hall, Nursing Home etc.:** Use or allow the Said Unit And Appurtenances or any part thereof to be used for any club, meeting hall, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose, without the written consent of the Developer/Association.

7.2.12 **No Signage:** Put up or affix any sign board, name plate or other form of signage in the Common Portions or outside walls of the New Building and/or outside walls of the Said Unit **Save** at the place or places provided therefor or approved in writing by the Developer/Association **Provided That** this shall not prevent the Purchaser from displaying a decent name plate outside the main door of the Said Unit.

7.2.13 **No Storing Hazardous Articles:** Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit And Appurtenances.

7.2.14 **No Drawing Wire/Cable:** Affix or draw any wire, cable or pipe from, to or through the Common Portions or outside walls of the New Building or other Units **Save** in the manner indicated by the Developer/Association.

7.2.15 **No Floor Damage:** Keep any heavy articles or things which are likely to damage the floors or operate any machine **Save** usual home appliances.

7.2.16 **No Generator:** Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the New Building.

7.2.17 **No Affixing Grills:** Affix or change windows or grills other than according to the approved specifications and/or without obtaining prior written permission of the Developer/ Association.

7.2.18 **No Changing Name:** Change the name of the New Building, which shall at all times be known as "**Riddhi Siddhi Emerald**".

8. Payments and Deposits Towards and Impositions and the Common Expenses:

8.1 **Punctual Deposit and Payments:** Deposits and payments shall be made by the Purchaser within 8 (eight) days of the Developer's /Association's leaving its bill for the same in the Said Unit and/or at the above or last notified address of the Purchaser without raising any objection in any manner

whatsoever and without claiming any deduction or abatement whatsoever.

8.2 **Failure to Make Payment Within Time:** In the event of the Purchaser failing to make payment in the manner aforesaid, the Developer/Association shall be entitled to claim and receive interest @ 15% (fifteen percent) per annum, compoundable monthly. In the event such bills remain outstanding for more than 2 (two) months, the Developer/Association shall be entitled to withhold/discontinue all the common facilities, amenities and services to the Purchaser.

8.3 **Excess/Deficit Payments:** Out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchaser shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchaser and/or adjusted with the future payments to be made by the Purchaser.

9. **Miscellaneous:**

9.1 **No Waiver:** Any delay or indulgence by the Developer/Association in enforcing the terms of these presents or any forbearance or giving of time to the Purchaser shall not be construed as a waiver of any breach nor shall the same, in any manner, prejudice the rights of the Developer/Association.

9.2 **Whole and Proportionate Payment:** Amounts expressly payable by the Purchaser shall wholly be payable by the Purchaser in case the same relates only to the Said Unit And Appurtenances and proportionately in case they relate to the Said Premises, the New Building and the Common Portions.

9.3 **Charge:** All amounts becoming due and payable by the Purchaser and the liability for the same shall be and shall remain a charge on the Said Unit And Appurtenances.

9.4 **Electricity Charges:** All charges for the electricity consumed in the Said Unit shall be borne and paid by the Purchaser.

9.5 **Metering and Cabling:** The Purchaser shall be permitted to draw the electric lines/wires from the meter room to the Said Unit only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to either the Developer or to the other occupants of the New Building. The main electric meter shall be installed only at the common meter room in the ground floor of the New Building. The Purchaser 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 New Building.

- 9.6 **Adjacent Properties to be Part of Complex:** In the event the Developer develops the adjacent properties on either side of the Said Property, then adjacent properties and the Said Property shall be treated as one single complex.
- 9.6 **Meaning of Proportionate:** The expression Proportionate with all its cognate variations wherever used in this Conveyance shall mean the proportion which the covered area of the Said Unit bears to the total covered area of all the Units in the New Building

Part-II
COVENANTS FOR THE PROTECTION OF THE COMMERCIAL/ SEMI-COMMERCIAL USERS:

- 1) The users and occupiers of the commercial and/or non-residential areas of the ground and the first floor shall be exclusively entitled to the said demarcated, segregated and/or retained being 50% (Fifty Percent) portion on the northern front side of the roof for any of the purposes including as follows :
- i) To put, erect, install, repair, manage, replace, lighted and/or unlighted hoarding boards, antenna and/or tower which may be in vogue now or in future developed;
 - ii) To use the lift, staircase, staircase room, terrace and entrance at the roof to reach such demarcated portion reserved for non-residential user at all reasonable times;
 - iii) To share the generator connectivity and /or all other amenities along with the users and /or occupiers of residential section.
- 2) The users and occupiers of the non-residential and/or commercial areas shall be entitled to use such retained and/or segregated portion of the side open spaces and the front spaces of the said block for any of the purpose mentioned below:
- i) To park vehicles, loading or unloading the goods;
 - ii) To put or install generator and other gadgets;
 - iii) To put kiosk and to carry out any business promotional activity;
 - iv) To use the same as exclusive area including for path, passage, lighting or un-lighting, storage of the goods, commodities, merchandise;
 - v) To raise any temporary or permanent cover or room or rooms;
- 3) The users and occupiers of the non-residential and/or commercial areas shall also be entitled to put lighted or unlighted hoarding boards, festoons etc. without blocking any window of the upper floor on the outer elevation of the building or upon the parapet or boundary walls and /or on demarcated portion of the roof or any side convenient including the front side or rear elevation and/or to put lights or neon lights on the same;
- 4) The users and/or occupiers of the non-residential and/or commercial areas shall be entitled to all the common facilities and utilities in lieu of the payment of the

maintenance charges, which will be charged fifty percent of the maintenance charges paid by the residential unit holder per sq.ft. per month in the normal and usual method including 24 hours water supply, security, common lighting, sanitation, drainage, sewerage and any other facilities or utilities available.

- 5) The users and/or occupiers of the non-residential and/or commercial areas shall be entitled to draw connection from the common source of captive power and/or generator upon payment of the usual charges as in the case of residential users of such capacity as may be desired by such users subject to the overall capacity of the generator set or sets and to pay the proportionate charges thereof.
- 6) The users and /or occupiers of the non-residential and /or commercial areas shall be entitled to enter or exit or to carry on with their works and amenities at any hour round the clock without any objection being raised by any other occupant or purchasers.
- 7) The users and /or occupiers of the non-residential and /or commercial areas shall at all times be entitled to access the electrical or electrical meter room and all other areas, control rooms, roof, common portions etc. for carrying out any urgent and /or emergency repair or upkeep job or work with or without workmen to continue their use enjoyment and amenities.

**6th Schedule
(Part-I)
(Said Unit)**

Residential Unit No. _____ on the _____ of the _____ floor, having super built-up area _____ (_____) square feet, more or less corresponding to carpet area _____ (_____) square feet more or less , demarcated in colour **Green** on Plan **B** attached, comprised in the building named "**RIDDHI SIDDHI EMERALD**", constructed on Said Premises, described in the **1st Schedule** above.

**(Part-II)
(Parking Space)**

_____ (_____) open/covered car parking space bearing No. _____ in the ground floor of the Said Building, "**RIDDHI SIDDHI EMERALD**", demarcated in colour **Blue** on Plan **C** attached,

**Part-III
(Said Unit And Appurtenances)
[Subject Matter Of Sale]**

Said Flat, more fully described in **Part I** of the **6th Schedule** above.

Parking Space, more fully described in **Part II** of the **6th Schedule** above.

And Together With undivided, impartible, proportionate share in common areas, amenities and facilities of the New Building **And Together Also With** all other rights appurtenant to the Said Unit.

15. Execution and Delivery:

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

Witnesses:

Signature_____ Signature_____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

Receipt And Memo

Received from the within named **Purchaser** the within mentioned Consideration towards full and final payment of **the Said Flat And Appurtenances**, described in **Part-III** of the **6th Schedule** above in the following manner:

Mode	Bank	Dated	Amount
-------------	-------------	--------------	---------------

Witnesses:

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____

Dated this _____ day of _____,

Between

.... Vendors

.... Developer

And

..... Purchaser

CONVEYANCE

Unit No. _____

_____ Parking Space No. _____

Riddhi Siddhi Emerald

280, M.G. Road

Kolkata-700104

BS Associates, Advocates

Ground floor

1/A, Vansittart Row

Kolkata-700001