

THIS DEED OF CONVEYANCE made on this day of
..... 20.....

BETWEEN

M/S. GEETA GANESH PROMOTERS LTD. having **PAN NO. AABCG0173A**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16, Sudder Street, P.O. & P.S. New Market, Kolkata – 700 016, represented by its Director **MR. PRASAD** having **PAN NO.** hereinafter referred to as the **VENDOR** (which term or expression shall unless include be or repugnant to the subject or context shall be deemed to mean and include its successors or successors in office/interest and assign) of the **PART ONE**.

- A N D -

(1), son of, having **PAN NO.**, by faith by occupation residing at and
(2), wife of, having **PAN NO.**, by faith, by occupation, residing at, hereinafter referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS

A. By virtue of the Deed of Conveyance dated 29TH May 2006, registered with the office of the Registrar of Assurances at Kolkata and entered in Book No:- I, Volume No:- I, Pages No:- 1 to 26, Being No:- 8877 for the year 2006 the Vendor has purchased All That pieces and parcels of revenue free hold land lying and situated at 71/3, Canal Circular Road, Kolkata – 700 054 ad-measuring 310

Cottahs equivalent to 20735.785 sq. mtrs. more or less and more particularly described in the **FIRST SCHEDULE** hereunder written and ***(hereinafter referred to as “the said Premises”)***.

B. The Vendor applied before the Kolkata Municipal Corporation and has obtained a Building Plan No:- 19(B-III), dated - 17.05.2006 vested with right to construct thereof buildings **comprising 5 (Five) Towers** containing residential flats, Car Parking Spaces etc. as shown in the details in the Building Plan **(hereinafter referred to as the “said plan”)**, complex to be more popularly known as ‘.....’ ***(hereinafter referred to as “the said project”)***.

C. By virtue of an **Agreement for Sale** dated,, the Purchasers herein have, inter alia, agreed to purchase **ALL THAT Flat No.-**, in **Tower No.-** on the **Floor** containing and measuring an area of **Sq.ft.** super built-up of the comprised in the Housing Project, **“Rare Earth”** at Premises No. 71/3, Canal Circular Road, Kolkata-700054 together with proportionate undivided, variable, indivisible and impartible shares in the land directly underneath the said flat along with **one** **Car Parking Space** as indicated in the said plan and the same is more fully described hereunder as **SECOND SCHEDULE (hereinafter referred to as “the said Flat and Car Parking space”)**, upon the terms and conditions contained in the said Agreement.

D. In pursuance of the said **Agreement for Sale** dated the Purchasers had paid a sum of **Rs.** **/- (Rupees** **.....)** only being the total consideration to the Vendor

against the price of the said **Flat** along with **one** **Car Parking Space**.

E. By virtue of the present Indenture the **said Flat** and the said **Car Parking Space** as detailed in **SECOND SCHEDULE**, is hereby sold, transferred, assigned and/or convey by the Vendor unto and in favour of the Purchasers, inter alia, on such terms and condition as contained herein.

NOW THIS DEED WITNESSETH that in pursuance of the said **Agreement for Sale** dated, and in consideration of the sum of **Rs./- (Rupees**) only paid by the Purchasers to the Vendor (the receipt whereof the Vendor doth hereby admit and acknowledge) and of the covenants by the Purchasers hereinafter contained the Vendor as BENEFICIAL OWNERS HEREBY TRANSFER unto the Purchasers **ALL THAT** the **Flat No.-** in **Block-** on the **..... Floor** of the building comprised in the residential complex '**RARE EARTH**, 71/3, Canal Circular Road, Kolkata – 700 054, P.S.- Phoolbagan, constructed upon the demarcated part or portions of the lands described in the **FIRST SCHEDULE** hereunder written containing **.....Sq. Ft.** more or less **Super built-up area** including the rights or user of the common area in the building and the lands as shown in the map or plan kept with the developer and **one** **Car Parking Space** described in the **SECOND SCHEDULE** hereunder written TOGETHER WITH the proportionate impartiable and undivided right, title and interest in the said premises TOGETHER ALSO with restrictions imposed in respect of the Flat as mentioned in the **THIRD SCHEDULE** and the easements rights and privileges as mentioned in the **FOURTH SCHEDULE** hereto subject as therein mentioned EXCEPTIONS AND RESERVATIONS as mentioned in the **FIFTH SCHEDULE** hereto and subject to the (Costs, expenses,

outgoings and matters in respect of which the Purchasers are to contribute, in terms with **SIXTH SCHEDULE** hereunder.

As per the **Agreement for Sale** dated, the Purchasers had already deposited with the Vendor miscellaneous expenses, security deposit for maintenance, club membership premium apart from the payment of cost of flat and car parking spaces as and when chargeable by the Vendor.

THE PURCHASERS so as to bind the Owner(s) for the time being of the Flat(s) and so that this covenant shall be for the benefit and protection of the Building(s) and the other flats therein and every part thereof HEREBY COVENANT with the Vendor and with the Owner(s) of the other Flat(s) comprised in the Building(s) that the Purchasers and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the **THIRD SCHEDULE** hereto.

The Purchasers HEREBY COVENANT with the Vendor and with the Owner(s) of the other Flat(s) comprised in the Building(s) that the Purchasers will at all times hereafter:

- (i) Keep the Flat and all walls, partly walls, sewers, drain pipes, cables wires and appurtenances thereto belonging (and the Parking Space) in good and tenantable repair and condition and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Building(s) other than the Flat(s).
- (ii) So long as the Flat (and/or the Car Parking Space) shall not be separately assessed by the Kolkata Municipal Corporation shall pay proportion of the property and water tax assessed on the Building and/or such proportion to be determined by the

Vendor on the basis of each flat in the Building being of equal value and each Car Parking Space in the Building being of equal value.

- (iii) Insure and keep insured the Flat (and Car Parking Space) against loss or damage by fire in the full value thereof and whenever required produce to the Vendor the policy or policies of such insurance and the receipt for the last premium for the same and in the event of the Flat (and/or the Car Parking) being damaged or destroyed by fire as soon as reasonable/practicable lay out the insurance moneys in the repair rebuilding or reinstatement of the Flat.
- (iv) Permit the Vendor and others authorized by it with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the Flat hereby assured or any part thereof for the following purposes namely :

 - (a) To repair any part of the Building or adjoining or contiguous Building(s) and to make repair maintain re-build cleanse and keep in order and good condition all sewers, drain, pipes, cables, watercourses, gutters, wires partly structures or other conveniences belonging to or serving or used for the same and to lay down maintain repair and test drainage gas and water pipes and electric wires and cables and for similar purposes the Vendor or other person exercising such right (as the case may be) doing no unnecessary damage and making good all damage occasioned thereby to the premises hereby assured;
 - (b) To view and examine the state and condition of the premises/ Building(s)/ Project as a whole hereby assured; and
 - (c) For the purpose of cutting off the supply of water to the Flat (and/ or the Car Parking) or any other flats (or Car Parking

spaces) in the Building in respect whereof the Purchasers or the occupiers of such other flats (or Car Parking spaces) (as the case may be) shall have made default in paying his share of the maintenance, property and water tax.

(v) Make good all defects decays and wants of repair of which notice in writing shall be given by the Vendor to the Purchasers and for which the Purchasers may be liable hereunder within 15 (fifteen) days after the giving of such notice.

(vi) The Vendor hereby retains and/or reserves its right to install and/or incorporate banners; glow sign; neon sign and/or hoardings for the purpose of publicity / branding of its name goodwill vis-à-vis the said Project or other jobs/construction undertaken by the Vendor or its group of Companies, however, without disturbing and/or causing any damage and/or injury to the said Project or the said Unit. The Purchasers hereby have accorded an unconditional approval and/or consent either himself/herself/collectively on behalf of Association, if any, as member in favour of the Vendor to install such publicity /branding. Nevertheless, the Vendor while causing such installation would ensure caution to the extent that all statutory expenses are undertaken by it without making the Purchasers liable in any manner whatsoever.

The VENDOR and/or the SOCIETY, when created in place and stead of the VENDOR HEREBY COVENANT with the Purchasers as follows:

(i) That the Vendor will require every person to whom they shall hereafter transfer any flat comprised in the Building to

covenant to observe the restrictions set forth in **THIRD SCHEDULE** hereto.

- (ii) That (subject to contribution and payment as hereinbefore provided) the Vendor will maintain repair decorate and renew,
 - (a) The main structure and in particular the roof chimney, stacks, gutters and rainwater pipes of the building,
 - (b) The gas and water pipes, drains and electric cables and wires in under and upon the Building and enjoyed or used by the Purchasers in common with the owners and occupiers of one or more of the other flats and/or Car Parking Spaces,
 - (c) The main entrances, passages landings and staircases of the Building so enjoyed or used by the Purchasers in common as aforesaid, and
 - (d) The boundary walls and fences of the Building.
- (iii) That (subject as aforesaid) the Vendor will so far as practicable keep clean and reasonably lighted the passage landings staircases and other parts of the Building so enjoyed or used by the Purchasers in common as aforesaid and as far as practicable keep the garden way and other parts of the Building.
- (iv) That the Vendor will pay the property and water tax assessed by KMC on the Building (but not on any flat or Car Parking Space which is separately assessed).
- (v) That the Vendor will so often as reasonably required to decorate the exterior of the building in such manner as shall be agreed by a majority of the Owner(s) of the Flat(s) comprised in the Building(s) or failing such agreement in the manner in

which the same was previously decorated or as near thereto as circumstances permit and in particular will paint the exterior parts of the Building usually painted with two coats at least of best quality paint.

Subject to the assurance made by the VENDOR made hereinabove, the VENDOR subject to the discretion shall hand over the maintenance of the said Project and/or Building(s) to a Housing Society and the covenants hereby thereafter shall be complied by the parties accordingly.

Simultaneously, the Vendor is also the absolute owner of an adjoining premises being 93, Narkeldanga Main Road, Kolkata-700054 (hereinafter referred to as the said adjoining Premises) that abuts the Narkeldanga Main Road. A common boundary wall demarcates the said Project on the said Premises from the said Adjoining premises (hereinafter referred to as 'the said boundary wall'). In the event the Vendor deem it fit and proper, the Vendor shall have the sole discretion to open the said boundary wall and install an Emergency Gate to allow emergency access point through a 7 meters wide passage, a little more or less (hereinafter referred to as 'the said to be commonly used passage') that opens to Narkeldanga Main Road and Canal Circular Road abutting the said two premises. However, the arrangement shall not create any right in favour of the Purchasers.

IT IS HEREBY DECLARED as follows:

- 1) That every internal wall separating the Flat from an adjoining flat (an each wall separating the Car Parking Space from an adjoining Car Parking Space) shall be a party wall severed medially.

- 2) That the expressions Vendor and Purchasers where the context so admits includes their and his successors in title and that where the Purchasers consist of two or more persons all covenants by and with the Purchasers shall be deemed to be by and with persons jointly and severally.
- 3) That the word repair includes the rectification or making good of any defect in the foundations roof or structure of the Building notwithstanding that it is inherent or due to the original design of the building.
- 4) That the reference in this Transfer to any costs, fees, charges, expenses, outgoings or other sums payable or repayable by the Purchasers to the Vendor or any other person shall include any other tax payable thereon.

THE FIRST SCHEDULE ABOVE REFERRED TO

(herein referred to as the said Premises)

ALL THAT piece and parcel of land ad-measuring an area of 310 Cottahs equivalent to 20735.785 sq. mtrs. more or less together with structures standing thereon or the part thereof situated at Municipal Holding No.- 71/3, Canal Circular Road, Kolkata – 700 054, P.S. – Phoolbagan, within Ward No.- 31, Borough No.- 3, District – 24 Parganas (North), Kolkata, Municipal Corporation under the jurisdiction of sub-Registrar Sealdah and butted and bounded in the manner following :-

ON THE NORTH BY : Vacant land;

ON THE EAST BY : Premises No. 71/1, Canal Circular
Road, Kolkata – 700 054;

ON THE SOUTH BY : Partly by 4 & 5, Ghore Bibi Lane and

Partly by 69 to 70, Canal Circular Road
and partly Premises No. 92, Narkeldanga
Main Road.

ON THE WEST BY : By Premises No. 93, Narkeldanga Main
Road, Kolkata.

SECOND SCHEDULE ABOVE REFERRED TO

(hereinafter referred to as the said Flat)

ALL THAT the **Flat No.-** in **Block-** on the **..... Floor** of the building comprised in the residential complex '**RARE EARTH**', 71/3, Canal Circular Road, Kolkata – 700 054, P.S.- Phoolbagan, constructed upon the demarcated part or portions of the lands described in the FIRST SCHEDULE above written containing **..... Sq. Ft.** more or less **Super built-up area** including the rights or user of the common area in the building and the lands as shown in the map or plan kept with the developer and **one** **Car Parking Space.**

THIRD SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed in respect of the Flat)

- i) Not to use the Flat or permit the same to be used for any purpose whatsoever other than as a private dwelling house or for any purpose from which a nuisance can arise to the Owner(s) and Occupier(s) of the other Flat(s) comprised in the Building(s) or in the neighborhood or for any illegal or immoral purpose.
- ii) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any flat or Car Parking Space in or part of the Building or may cause an increased premium to be payable in respect thereof.

- iii) Not to throw dirt, rubbish, rags or other refuse or permit the same to be thrown into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Flat.
- iv) No wireless loudspeaker or mechanical or other musical instrument of any kind shall be played or used in the Flat so as to cause annoyance to the owners and occupiers of other flats comprised in the Building or so as to be audible outside the Flat.
- v) No signboard plate or placard of any kind shall be put on or in any window on the exterior of the Flat or so as to be visible from outside the Flat or clothes or other articles shall be hung or exposed outside the Flat; no bird, dog or other animal which may cause annoyance to any owner or occupier of the other flats shall be kept in the Flat; and no dog, cat or other animal shall be kept in the Flat without the written consent of the Vendor which consent may be revoked at the discretion of the Vendors.
- vi) The exterior of the Flat (or Car Parking Space) shall not be decorated otherwise than in a manner agreed to by a majority of the Owner(s) of the Flat(s) comprised in the Building or (failing such agreement) in the manner (as near as may be) in which the same was previously decorated.
- vii) No vehicle other than a private motor car or private motor-cycle or scooter shall be kept in the Car Parking Space.

FOURTH SCHEDULE ABOVE REFERRED TO:

(Easements rights and privileges included in the Transfer)

- i) Full right and liberty for the Purchasers and all persons authorized by them (in common with all other persons entitled to the like right) which are as follows : –

- (a) At all times by day or by night and for all purposes in connection with the use and enjoyment of the demised premises to go pass and re-pass over and along the forecourt shown on the plan annexed hereto and thereon hatched red and through and along the main entrances of the Building and the passages landings and staircases leading to the Flat.
 - (b) With or without motor-cars and other vehicles at all times by day or by night and for all purposes in connection with the use and enjoyment of the demised premises to go pass and re-pass over and along the way.
 - (c) To use the forecourt and garden for the purpose of recreation and (as to the areas marked Parking on the said plan) for the parking of private motor-cars, motor-cycles and scooters only (but not for the purpose of playing games or for any other purposes) PROVIDED THAT any vehicle parked in the area marked Parking may only be parked for temporary period not exceeding three hours in any period of twenty four hours.
- ii) The Guest and friends and relatives are not allowed to park their Cars inside the compound of the said Project causing any annoyance and/or disturbances to the other Occupant(s) and Flat Owner(s) in the said Project.
 - iii) The right (in common with all other persons entitled to the like right) to use the part of the premises for keeping refuse in one closed receptacle (to be provided by the Purchasers).
 - iv) The right to subjacent and lateral support and to shelter and protection from the other parts of the building and from the site and roof thereof.

- v) The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers, drains and watercourses cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Building or any part thereof.
- vi) The right for the Purchasers with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the Building for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and watercourses, cables, pipes and wires as aforesaid and of laying down any new sewers, drains and watercourses, cables pipes and wires in place thereof causing as little disturbance as possible and making good any damage caused
- vii) The right for the Purchasers with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the Building for the purpose of repairing, maintaining, renewing, altering or rebuilding the Flat (and/or Car Parking Space) or any part of the Building giving subjacent or lateral support shelter or protection to the Flat (and/or Car Parking Space).
- viii) The benefit of the restrictions contained in the transfers of the other flats comprised in the Building granted or to be granted.
- ix) All the above easements rights and privileges are subject to and conditional upon the Purchasers' contributing and paying as provided in the **SIXTH SCHEDULE** of and to this Transfer.
- x) The right (subject to the Purchasers' contributing and paying his proper share of maintenance and running of the television antenna hereafter referred to such share to be determined by the Vendors) to connect a television set in the Flat with and aerial erected by or

on behalf of the Vendors PROVIDED THAT nothing herein contained shall oblige the Vendor to erect any such aerial.

FIFTH SCHEDULE ABOVE REFERRED TO:

(Exceptions and Reservations)

There is excepted and reserved to the Vendor and the owners and occupiers of the other flats comprised in the Building:

- i) Easements rights and privileges over along and through the Flat (and Car Parking Space) equivalent to those set forth in the Fourth Schedule to this presents.
- ii) There is excepted and reserved the right to erect and maintain a television antenna or antennas on the roof or in the roof void of the building for the use of the occupiers of the building and to run wires connecting such antenna or antennas to the television receiving sets in the flats comprised in the Building.
- iii) The Purchasers are not entitled to alter and/or modify and/or amend and/or cause such material changes in the said Flat and /or the outside elevation that effects and/or converts the basic structure of the said Building.

SIXTH SCHEDULE ABOVE REFERRED TO:

(Costs expenses outgoings and matters in respect of which the Purchasers are to contribute)

- i) The expenses of maintaining repairing redecorating and renewing,
 - (a) The main structure and in particular the roof chimney, stacks, gutters and rainwater pipes of the Building,

- (b) The gas and water pipes, drains and electric cables and wires in under or upon the Building and serving more than one flat or Car Parking Space therein,
 - (c) The main entrances passages landings and staircases of the Building leading to the flats and Car Parking Spaces in the Building, and
 - (d) The boundary walls and fences of the Building.
- ii) The cost of cleaning and lighting the passages landings staircases and other parts of the Building so enjoyed or used by the Purchasers in common as aforesaid and of keeping the forecourt garden way and other parts of the Building shown on the plan annexed hereto.
- iii) The cost of decorating the exterior of the Building.
- iv) All rates, taxes and outgoings (if any) payable in respect of the forecourt, garden way and other parts of the Building.
- v) The cost of insurance against third-party risks in respect of the Building in such insurance shall in fact be taken out by the Vendor.
- iv) The hire charge or other expenses paid by the Vendor in respect of any common refusal bins provided for the storage of household refuse of the Owner(s) and Occupier(s) of the flats in the Building(s) and the repair and renewal thereof.
- v) All other expenses (if any) incurred by the Vendor in and about the maintenance and proper and convenient management and running of the Building.
- vi) The fees and disbursements paid to any managing agents appointed by the Vendor in respect of the Building: PROVIDED THAT so long as the Vendor do not employ managing agents they shall be entitled to charge

additional sum to any of the above items for administration and Security Guards for protecting the Building.

vii) When any repairs redecorations or renewals are carried out by the Vendor it shall be entitled to charge as the expenses or costs thereof their normal charges (including profit) in respect of such work.

viii) In this Schedule the word Building shall exclude the Car Parking Spaces.

ix) Any tax payable in respect of any costs, expenses, outgoings or matters falling within any paragraph of this Schedule.

IN WITNESSETH WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the **VENDOR** at Kolkata in

the presence of :

1.

2.

SIGNED, SEALED & DELIVERED

by the **PURCHASERS** at Kolkata in
the presence of :

1.

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Drafted by me -

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchasers the withinmentioned
sum of **Rs./- (Rupees**)
only being the full consideration money in respect of **Flat No.-..... in Tower**
No.- on the **..... Floor** measuring super built-up area
approximately **..... Sq.ft.** be the same a little more or less at **“RARE**

- 1)
- 2)

..... **PURCHASERS**

DEED OF CONVEYANCE

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Advocate
High Court, Calcutta