

CONVEYANCE

1. Date :
2. Place : Kolkata.
3. Parties :
 - 3.1 **WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**, (a Government of West Bengal undertaking) a Body Corporate incorporated under the provisions of the Companies Act, 1956 having its Registered office situated at Salt Lake Stadium Complex, Gate No. 3, Sector III, Kolkata-700 098, **having PAN No. _____** hereinafter called and referred to as the **"HIDCO"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office) of the **FIRST PART and represented by Bali De Son of Lt. Kalipada De authorized signatory of ROSEDALE DEVELOPERS PRIVATE LIMITED .**
 - 3.2 **ROSEDALE DEVELOPERS PRIVATE LIMITED** a Body Corporate incorporated under the provisions of the Companies Act, 1956 having its Registered office situated at "Shrachi Premises", 9th Floor, 686 Anandapur, E.M. Bypass- R.B. Connector Junction, Kolkata-700 107, having PAN No. _____ hereinafter referred to as **"the DEVELOPER"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or assigns) of the **SECOND PART and represented by its authorized signatory Bali De Son of Lt. Kalipada De**

AND

3.3 _____ son of/daughter of/wife of _____ and residing at _____ and having PAN No. _____ of hereinafter referred to as "**the PURCHASER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/its heirs executors administrators legal representatives and/or assigns) of the **THIRD PART**.

AND

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS :

4. Subject Matter of Conveyance :

4.1 **Apartment** : Apartment No. _____, complete with all fixtures and fittings (sanitary and electrical), having super built up area of _____ (_____), approximately on the _____ - side of the _____ floor, described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in colour **Green** thereon (**Said Apartment**), at _____ (**Building**) within a cluster of buildings forming known as '**Rosedale Garden**' constructed on the land within Block Plot No. AA-III/BLK-3 in New town, District- 24 Parganas (North), West Bengal, (**Said Land**) described in the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon.

4.2 **Land Share** : Undivided, proportionate, indivisible and impartible share in the land contained in the Said Land as be attributable to the Said Apartment (**Land Share**).

- 4.3 **Parking Spaces** : ____ (____) open and ____ (____) covered car parking spaces bearing Nos. ____ and ____ respectively in the open area of the Rosedale Garden complex and in the ground floor of the Building of the Tower No. ____-, for parking of ____ (two) medium seized motor cars, described in **Part-II** of the **2nd Schedule** below and delineated on **Plan C** annexed hereto and bordered in colour **Orange** thereon (collectively **Parking Space**).
- 4.4 **Share In The Building Common Portions** : Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building described in **Part- I** of the **3rd Schedule** below (collectively **Building Common Portions**), as be attributable to the Said Apartment.
- 4.5 **Share In The Complex Common Portions** : Undivided proportionate, indivisible and impartible share and/or interest in the areas, parts, amenities and facilities as are common between all the Intending Purchasers (defined below) of the Rosedale Garden described in **Part-II** of the **3rd Schedule** below (collectively **Complex Common Portions**), as be attributable to the Said Apartment.
- 4.6 **Other Appurtenances** : All other rights appurtenant to the Said Apartment.
- 4.7 **Said Apartment and Appurtenances** : The subject matter of this Conveyance is 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 above, which are collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Apartment And Appurtenances**).
5. **Background** :
- 5.1 **Acquisition of land** : By Notification No. _____ dated _____ published by the Government of West Bengal, Department of

_____, under Section _____ of the West Bengal _____ Act, _____, the Government of West Bengal transferred absolutely to HIDCO approximately all that piece and parcel of land measuring about 16.32 (Sixteen point three two) Acres comprised in Plot No. AA-III/BLK-3 in New town, District- 24 Parganas (North), West Bengal.

- 5.2 **Appointment of Developer:** The HIDCO being desirous of developing the Said Land (defined above), decided to appoint the Company as the developer for construction of a housing complex on the Said Land comprising, inter alia, residential apartments NRI for people from high income group apartments, collectively known as Rosedale Garden and handed over possession of the Said Land to the DEVELOPER for development of the Rosedale Garden.
- 5.3 **Said Agreement:** Pursuant to the above, by an allotment letter dated _____ (**Said Agreement**), the HIDCO appointed the DEVELOPER as the developer on the terms and conditions contained therein and a scheme for such development (**Scheme**) was formulated jointly by the HIDCO and the DEVELOPER as follows :
- 5.4.1 **Development :** The DEVELOPER shall develop the said Land by constructing and completing the Rosedale Garden thereon in all respect at its own costs and expenses.
- 5.4.2 **Sale of Land Share by HIDCO :** The HIDCO shall sell the undivided proportionate share in the Said Land attributable to the apartments to such prospective allottees who are selected by the DEVELOPER for allotment of the apartments (**Intending Purchasers**).
- 5.4.3 **Sale of Apartments by DEVELOPER :** The DEVELOPER shall enter into contracts with the Intending Purchasers for Sale and transfer of the apartments in the Rosedale Garden.

5.4.4 **Grant of Powers** : In pursuance of the Said Agreement, the Hidco granted a Power of Attorney to the DEVELOPER dated _____ and pursuant thereto the DEVELOPER has:

- (a) **Plans Approved** : obtained approval of layout plan from West Bengal Housing Infrastructure Development Corporation (**HIDCO**) for the construction of the Rosedale Garden (**Plans**).
- (b) **Rosedale Garden** : named the Complex "**Rosedale Garden**" and the Complex has now popularly come to be known by the said name. The expression Rosedale Garden wherever used herein shall mean the complex comprising, inter alia, the Said Land and all the buildings and/or structures as have been constructed by the DEVELOPER thereon.
- (c) **Provisional Allotment to Purchaser** : Pursuant to an application made by the Purchaser herein for purchase of an apartment in the Rosedale Garden, by a letter dated _____ (**Provisional Allotment Letter**), the DEVELOPER agreed to provisionally allot to the Purchaser the Said Apartment **subject to** the Purchaser agreeing to the terms and conditions contained in the Provisional Allotment Letter and **subject further to** the Purchaser making payment of the settled price in the manner and by the installments mentioned in the Provisional Allotment Letter.

5.5 **Completion of Construction** : The DEVELOPER has since completed construction of the Rosedale Garden.

5.6 **Calling upon Purchaser to Take Possession** : Upon such completion of construction, the DEVELOPER called upon the Purchaser to take possession of the Said Apartment contained in the Tower no. _____ and upon payment of the settled price in full and also upon compliance of all the formalities and

pursuant thereto the Purchaser has taken possession of the Said Apartment.

6. **Transfer :**

6.1 **Hereby Made :** In pursuance of the Provisional Allotment Letter in favour of the Purchaser and the Purchaser requesting the HIDCO and the DEVELOPER to convey/grant the Said Apartment And Appurtenances, described in **Part-III** of the **2nd Schedule** hereto and in consideration of the Purchaser agreeing to observe and perform the specific covenants, stipulations, restrictions and obligations mentioned hereafter.

6.1.1 **By HIDCO :** the HIDCO doth hereby grant, sell, convey, transfer, assign and assure and the DEVELOPER doth hereby confirm, unto the Purchaser.

(a) **Land Share :** the undivided, proportionate, indivisible and impartible share in the land contained in the land within Plot No. AA-III/BLK-3 in New town, District- 24 Parganas (North), West Bengal, described in the **1st Schedule** hereto, attributable to the Said Apartment.

6.1.2 **By DEVELOPER :** the DEVELOPER doth hereby grant, sell, convey, transfer, assign and assure and the Board doth hereby confirm unto the Purchaser the Said Apartment, the Parking Spaces, the Share In The Building Common Portions, the Share In The Complex Common Portions and the Other Appurtenances, being the :

(a) **Said Apartment :** Said Apartment, described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan-B** annexed hereto and bordered in colour **Green** thereon.

- (b) **Parking Spaces** : Parking Spaces, described in **Part-II** of the **2nd Schedule** hereto and delineated on **Plan-C** annexed hereto and bordered in colour **Orange** thereon.
 - (c) **Share In The Building Common Portion** : undivided, proportionate, indivisible and impartible share and/or interest in the Building Common Portion, described in **Part-I** of the **3rd Schedule** hereto, as be attributable to the Said Apartment.
 - (d) **Share In The Complex Common Portions:** undivided proportionate, indivisible and impartible share and/or interest in the Complex Common Portions, described in **Part-II** of the **3rd Schedule** hereto, as be attributable to the Said Apartment and
 - (c) **Other Appurtenances** : all other rights appurtenant to the Said Apartment.
7. **Consideration** : The aforesaid transfer of the Said Apartment And Appurtenances is being made in consideration of a total sum of Rs. _____/- (Rupees _____) (**Consideration**), which includes (1) the consideration received by the Hidco through the DEVELOPER towards price of the Land Share and (2) the consideration received by the DEVELOPER towards price of the Said Apartment, the Parking Spaces, the Share In The Building Common Portions and the Share In The Complex Common Portions and the Hidco and the DEVELOPER hereby and by the Receipt and Memo below, admit and acknowledge the same.
8. **Terms of Transfer** :
- 8.1 **Conditions Precedent** :
- 8.1.1 **Title, Plan and Construction** : The Purchaser has examined or caused to be examined the following and the Purchaser is fully satisfied about the same and shall not be entitled to and

covenant 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 HIDCO and/or the DEVELOPER in respect of the Rosedale Garden and the Said Apartment And Appurtenances :
- (b) The Plans as approved by **HIDCO**;
- (c) The design, layout, accommodation, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the Building, the Building Common Portions, the Complex Common Portions and the Said Apartment including the quality, specifications, materials, workmanship and structural stability thereof.

8.1.2 **Measurement** : The Purchaser is satisfied regarding the area of the Said Apartment and agrees and covenants not to ask for any details or question the computation of area or make claims in respect thereof.

8.2 **Salient Terms** : The transfer being effected by this Conveyance is :

8.2.1 **Sale** : a sale within the meaning of the Transfer of Property Act, 1882.

8.2.2 **Absolute** : absolute, irreversible and perpetual.

8.2.3 **Free from Encumbrances** : free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, chares, liens, attachments, lis pendens, uses, debaters, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

- 8.2.4 **Benefit of common Portions** : together with proportionate ownership, benefit of user and enjoyment of the Building Common Portions and the Complex Common Portions described in **Part - I** and **Part - II** of the **3rd Schedule** below, respectively in common with the Intending Purchasers.
- 8.2.5 **Other Rights** : together with all other rights appurtenants to the Said Apartment And Appurtenances.
- 8.3 **Subject to** : The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is subject to :
- 8.3.1 **Payment of Common Expenses** : the Purchaser regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Building Common Portions and the Complex Common Portions (collectively **Common Expenses**), indicative list of which is given in the **4th Schedule** below.
- 8.3.2 **Easements And Quasi-easements** : the Purchaser observing, performing and accepting the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), described in the **5th Schedule** below.
- 8.3.3 **Observance of Covenants** : the Purchaser observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **6th Schedule** below.
- 8.3.4 **Indemnification**: indemnification by the Board and the DEVELOPER about the correctness of their title.
- 8.3.5 **Indemnification by Purchaser** : indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the

Board and the DEVELOPER and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Board and the DEVELOPER and/or their successors-in-interest by reason of any default of the Purchaser.

9. **Possession:**

9.1. **Delivery of Possession:** At or before the date hereof, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Apartment And Appurtenances has been handed over by the DEVELOPER to the Purchaser, which the Purchaser admits, acknowledges and accepts.

10. **Outgoings:**

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

11. **Holding Possession:**

11.1 **Purchaser Entitled:** The DEVELOPER and the Hidco hereby covenant that the Purchaser shall and may, from time to time, and at all times thereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from

or by the DEVELOPER or the Board or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the DEVELOPER or the Board.

12. Further Acts:

12.1 **DEVELOPER to do:** The DEVELOPER hereby covenants that the DEVELOPER or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or successors-in-interest of the Purchaser, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Apartment And Appurtenances.

13. General:

13.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

13.2 **Inclusion of General Terms and Conditions:** All terms and conditions contained in the General Terms and Conditions shall be deemed to be included and be a part of this Conveyance and in case of contradiction of terms and conditions of the General Terms and Conditions with those contained herein, the terms and conditions of this Conveyance shall prevail.

14. Interpretation:

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

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

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

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

1st Schedule (Said Land)

ALL THAT piece or parcel of land containing an area of 16.32 Acre be the same a little more or less situate lying at Mouza - Patharghata, J. L. No. 36, P.S. Rajarhat, District - 24 Parganas (North), West Bengal, within Action Area III, Bulk Plot No. BLK - 3 comprised with the following Plot Nos.:-

Plot No.	Area in Acres	Plot No.	Area in Acres
4175	0.004	4328	0.248
4171	0.163	4329	0.248
4376	1.320	4336	0.397
4365	0.157	4337	0.242
4366	0.451	4388	0.231
4363	1.260	4350	0.314
4323	0.430	4351	0.580
4324	0.400	4353	0.200
4325	0.300	4354	0.190
4362	0.460	4360	0.480
4396	0.544	4355	0.320
4361	0.810	4359	0.202
4326	0.980	4357	0.053

4352	0.920	4358	0.174
4322	0.543	4397	0.174
4321	0.613	4364	2.039
4347	0.532	4348	0.251
4327	0.90	TOTAL	16.32 Acres

delineated on **Plan A** annexed hereto and bordered colour **Red** thereon and butted and bounded as follows:

ON THE NORTH : Plots;
ON THE SOUTH : 59 Meters wide road ;
ON THE EAST : 24 Meters wide road; and
ON THE WEST : 20 Meters wide road and Plots.

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

Apartment No._____, complete with all fixtures and fittings (sanitary and electrical) having super built up area of _____ (_____) square feet, approximately on the _____ side of the _____ floor and delineated on **Plan B** annexed hereto and bordered in colour **Green** thereon, at Tower _____ within a cluster of buildings at being a part of '**Rosedale Garden**' constructed on the land within Mouza -Patharghata, J. L. No. 36, P.S. Rajarhat, District - 24 Parganas (North), within Action Area III, Bulk Plot No. BLK - 3 Police Station _____, West Bengal.

INDORE SPECIFICATION / AMENITIES - B

SL NO.	SPECIFICATION	DETAILS
1.	Wall Finish Living / Dining/ Bedroom Toilet:	Pained in pleasing shades of acrylic emulsion paint. Selected Ceramic Tiles up to ceiling level.
2.	Flooring: Living/Dining/Atta ched Bathroom:	Vitrified Tiles Laminated wooden flooring. Accepted make. Anti skied ceramic tiles.

___ (___) open and ___ (___) covered car parking spaces bearing Nos. ___ and ___ respectively in the open area of the Rosedale Garden and in the ground floor of the Building of the Rosedale Garden, for parking of ___ (___) medium seized motor cars, delineated on **Plan C** annexed hereto and bordered in colour **Orange** thereon.

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

Apartment No. ___, complete with all fixtures and fittings (sanitary and electrical), having super built up area of _____ (_____) square feet, approximately on the _____ side of the _____ floor, described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in colour **Green** thereon, at TOWER _____ within a cluster of buildings forming _____ within the complex commonly known as 'Rosedale Garden' constructed on the land within within Action Area III, Bulk Plot No. BLK - 3 Mouza - Patharghata, J. L. No. 36, P.S. Rajarhat, District - 24 Parganas (North), West Bengal Police Station _____, District 24 Parganas North, West Bengal **together with** undivided, proportionate, indivisible and impartible share in the land contained in the Said Land, described in the **1st Schedule** hereto and delineated **Plan A** annexed hereto and bordered in colour **Red** thereon as be attributable to the Said Apartment **and together with** ___ (___) open and ___ (___) covered car parking spaces bearing Nos. ___ and ___ respectively in the open area of the Rosedale Garden and in the ground floor of the Building of the Tower No. _____, for parking of ___ (___) medium sized motor cars, described in **Part-II** of the **2nd Schedule** hereto and delineated on **Plan C** annexed hereto and bordered in colour **Orange** thereon **and together with** undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building, described in **Part-I** of the **3rd Schedule** hereto, as be attributable to the Said Apartment **and together with** undivided proportionate, indivisible and impartible share and/or interest in the

areas, parts, amenities and facilities as are common between all the Intending Purchases of the Rosedale Garden, described in **Part-II** of the **3rd Schedule** hereto, as the attributable to the Said Apartment **and together with** all other rights appurtenant to the Said Apartment.

3rd Schedule
Part-I
(Building Common Portions)

1. Staircase, stair head room and lobbies on all the floors of the Building.
2. Electrical meter room provided for installation of meter(s) on the ground floor of the Building.
3. Servant's toilets at ground floor together with all fixtures and sanitary fittings provided therein.
4. Reception area, toilet, furniture and decorative items.
5. 2 Nos. lifts.
6. Lifts machine rooms.
7. Open terrace adjacent to room below lift machine room.
8. Staircases.
9. Lift and stair lobby.
10. Fire refuge area.
11. Roof and/or terrace above the to floor of the building.

12. Fire fighting equipments within the Building.
13. All service ducts.
14. All light fixtures at lift lobby, reception, podium garden and other common area mentioned above.

Part-II
(Complex Common Portions)

1. **Open Space:** All green spaces with all trees, bushes, shrubs, flower beds, etc. together with all sculptures and playing outfits etc. and all areas forming an integral part of the Emerald Isle-HIG which are open to sky.
2. **Internal Roads:** Metalled roads finished with carpet and seal-coast cover W.B.M. including pathways (bricks/concrete), if any and driveways.
3. **Sewage:** Underground sewage network to discharge toilet waste to manholes.
4. **Underground Water Reservoir & Water supply Network:** Underground water reservoir and pipe lines laid under ground to raise water from the semi-underground reservoir to roof top tanks.
5. Earthquake resistant RCC framed structure.
6. Spacious lounge in each tower with Wi Fi connectivity.
7. Multipurpose Air-conditioned Community Hall for social gatherings.
8. State of art security and surveillance system with 24 hours round the clock CC TV Surveillance with TV monitoring and video recording to all apartments with video door phone in each apartment.

9. Panic Alarm from apartment to security office.
10. Modern fire - fighting and protection system with dedicated communication system for telephone.
11. Adequate numbers of high speed elevators with provision of stretcher - cum-goods elevators in each tower will go to the basement for direct access to the car.
12. Entry and Exit to basement by proximity card.
13. DG set to be provided for power backup.
14. Centralised Gas Bank.
15. Most modern RO (reverse osmosis water treatment plant) water purification.
16. provision for retails with ATM facilities, grocery stores and utility Shop.
17. Tennis Court.
18. Swimming pool with facilities for kids.
19. Children playing Zone.
20. Large landscape area with rose garden designed by International Landscape Architect.
21. International standard club with facilities like
22. Fully equipped gym.
23. Yoga and meditation rooms.
24. Jogging tracks
25. Temperature controlled swimming pool.

26. Steam sauna Jacuzzi
27. Indoor games like billiards, chess and card rooms.
28. Restaurant and bar
29. Coffee shop
30. Banquet / convention hall, business centre with video conferencing facilities.
31. **Others:** Such other common parts, area, equipments, installations, fittings, fixtures, toilets and spaces (both open and covered), if any in or about Greenwood Park Complex as are necessary for user of the apartments in common by the Intending Purchaser of apartment in Greenwood Park Complex.

4th Schedule (Common Expenses)

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

Building Common Portions and the Complex Common Portions.

3. **Staff:** The salaries of and all other expenses of the staff to be employed for the Building Common Portions and the Complex Common Portions, including durwans, sweepers, plumbers, electricians, etc. and their perquisites, bonus and other emoluments and benefits.
4. **Rosedale Garden Maintenance Body:** Establishment and all other expenses of the emerald Isle Maintenance Body (defined below) including its formation, office and miscellaneous expenses and also similar expenses of the DEVELOPER until handing over to the Emerald Isle Maintenance Body.
5. **Insurance:** Insurance premium and other expenses for insuring the Building and/or the Building Common Portion and the Complex Common Portion, inter alia against earth quake, fire mob violence, damages, civil commotion, lighting etc.
6. **Fire Fighting:** Costs of operating and replacing the fire fighting equipments.
7. **Common Utilities:** All charges and deposits for supplies of common utilities in common.
8. **Electricity:** Electricity Charges for the electrical energy consumed for the Building Common Portions and the Complex Common Portions.
9. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building Common Portions and the Complex Common Portions.
10. **Rates And Taxes:** Property Tax, Water Tax, surcharge, outgoings and levies in respect of the Rosedale Garden and the Building save those separately assessed on the Purchaser.

11. **Reserves and Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the 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 Building Common Portion and the Rosedale Garden complex Common Portions.

**5th schedule
(Easements and Quasi-easements)**

The Purchaser and the other intending purchasers shall allow each other, the Board, the DEVELOPER and the Rosedale Garden Maintenance Body (Defined below), the following rights, easements, quasi-easements, Privileges and/or appurtenance and in turn, the purchaser shall also be entitle to the same.

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Building Common Portions and the Complex Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Rosedale Garden Complex and the Building including the Building Common Portions and the Complex Common Portions.
3. **Right of Support, Shelter and Protection :** Right of support, shelter and protection of each portion of the Building by other and /or others thereof.
4. **Right over Common Portions :** The absolute unfettered and unencumbered right over the Building Common Portions and the Complex Common Portions subject to the terms and conditions herein contained.

5. **Appurtenances of Said Apartment And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Apartment And Appurtenances.
6. **Right to Enter:** The right, with or without workmen and necessary materials, to enter upon the Building, including the Said Apartment And Appurtenance or any other apartment for the purpose of repairing any of the Building Common Portions and the Complex Common Portions or any appurtenances to any apartment and/or anything comprised in any apartment, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 forty eight) hours prior notice in writing to the persons affected thereto;
7. **Access to Roof:** Right of access to the roof and/or terrace above the top floor of the Building.

**6th Schedule
(Covenants)**

1. The Purchaser shall carry out and perform the obligations and duties imposed and/or to be imposed under all laws both prevailing as well as those enacted hereafter including the provisions of the West Bengal Apartment Ownership Act, 1972 as amended from time to time (Apartment Ownership Act) and the rules and/or bye-laws framed and/or to be framed thereunder and/or by the Rosedale Garden Maintenance Body (as defined hereafter for looking after the management administration and maintenance of the Building Common Portions, the common areas, facilities and amenities of the other buildings within Rosedale Garden and the facilities/amenities thereat.
2. The Purchaser shall on and from the Possession Date of the Said Apartment pay all Property taxes, charge, levies and impositions payable for the time being by the Purchaser as

owner or the occupier of the Said Apartment And Appurtenances.

3. The Purchaser shall join and/or become member of the association formed under the provisions of the Apartment Ownership Act and/or otherwise for carrying out maintenance and upkeep of the Building Common Portions and the common portions of the other towers in the Rosedale Garden (Rosedale Maintenance Body).
4. The Purchaser shall also pay all other liabilities and/or charges for repairs, maintenance and replacement payable by the Purchaser under the provision of the Apartment Ownership Act and the rules and/or bye-laws framed and/or to be framed thereunder and/or as may be imposed as maintenance and management charges by the Rosedale Garden (Rosedale Maintenance Body) for looking after the management, administration and maintenance of the Building Common Portions and the common areas, facilities and amenities of the other towers within Rosedale Garden (Rosedale Maintenance Body)
5. The Purchaser has no interest, right or title in the common portions of the other buildings of the Emerald Isle-HIG, the same having vested in the Intending Purchaser of the respective buildings but the Complex Common Portions shall at all times be jointly enjoyed by all users/Intending Purchasers of the Rosedale Garden Complex.
6. The Building Common Portion and facilities provided exclusively for the Intending Purchaser of the Building as described in **Part-I** of the **3rd Schedule** hereto shall at all times be held by Purchaser along with other Intending Purchaser for the time being apartments in the Building and shall be used and enjoyed by them in common amongst themselves and other Intending Purchaser of apartments in other buildings in the Rosedale Garden shall have no interest or right in the Building Common Portions. The Complex Common Portions described in **Part-II** of the **3rd Schedule**

hereto shall at all times be held by the Purchaser along with all other Intending Purchaser for the time being of all apartments in all the buildings of the Rosedale Garden Complex and shall be used and enjoyed by them in common amongst themselves.

8. The Purchaser shall not at any time be entitle on any ground whatsoever to make portion or division or to claim to have exclusive right in any manner whatsoever in any portion of the Building Common Portions and the Complex Common Portion and also the Purchaser along with the other allottees of the Building shall use the Building Common Portion for the purposes for which they are created and the Purchaser along with the other Intending Purchaser for the time being of deferent apartments in the Rosedale Garden shall use the Complex Common Portions for the purposes for which they are created without hindering or encroaching upon the lawful rights of other Intending Purchasers and occupiers of other apartments of the Rosedale Garden Complex and/or other parts and portions thereof.
9. The right of user of the Purchaser of the Building Common Portions and the Complex Common Portions alongwith the covered/open car parking spaces, if any allotted to the Purchaser shall not be transferable except along with the Said Apartment hereby sold and shall be deemed to be transferred with the Said Apartment even though the same be not expressly mentioned in any further conveyance or instrument of transfer.
10. The Purchaser shall not allow the Said Apartment to be so used as to cause annoyance to the owners/occupiers of the adjoining or neighbouring apartments/buildings and shall not allow it to be used for any unhygienic, unlawful or immoral purposes or purposes subversive to the Government established by law in India.
11. The Purchaser shall neither have nor shall at any time in future claim to have any share and/or interest and/or right of

any nature whatsoever in any part of the Rosedale Garden or Shops-Commercial save an except the TOWER _____ and the Purchaser shall not claim any interest or right adverse or prejudicial to such exclusive right of user.

12. The Purchaser admits, acknowledges and understands that the Purchaser has an undivided share in the Said Land, which is proportionate to the covered area of the Said Apartment and notwithstanding anything hereinstated all common portions both Building Common Portions and Complex Common Portions) will be those whose user rights are not earmarked for spe4cific persons or for specific purposes.

15. Execution and Delivery:

- 15.1 **In witness whereof** the Parties hereto have executed this Conveyance on the day month and year first above written.

WEST BENGAL HOUSING

**ROSEDALE
DEVELOPERS**

**PRIVATE LIMITED
INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**
Dully Constituted Attorney

[HIDCO]

[DEVELOPER]

(_____)
[Purchaser]

Witnesses:

Signature _____
Name _____

Signature _____
Name _____

Father's Name _____

Husband _____ Name

Address _____

Address

Receipt And Memo of Consideration

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

Date	Mode	Bank	Amount (Rs.)
		Bank	
		Bank	
		Bank	
		Bank	
		Bank	
		Bank	
		Not Applicable	

**WEST BENGAL HOUSING
PRIVATE LIMITED
INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED**

**ROSEDALE
DEVELOPERS**

[HIDCO]

(DEVELOPER)

Witnesses:

Signature _____
Name _____

Signature _____
Name _____

Mr. _____

PURCHASER

CONVEYANCE

Shekhar B. Saraf
Advocate, High Court
6, Old Post Office Street,
Calcutta - 700 001.