

DEED OF CONVEYANCE

This Agreement for Sale is made and executed on this ___ day of _____, 20___, at _____, West Bengal.

BETWEEN

M/s. Avinya Civil Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at Jhappukur-Nandybagan, Sahaganj, Chinsurah, Hooghly, West Bengal, PIN- 712104, hereinafter called the “**Promoter/Vendor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns,
OF THE ONE PART;

AND

Mr./Mrs. [Name of Purchaser], son/daughter/spouse of _____, residing at _____, District _____, West Bengal – _____, hereinafter called the “**Allottee/Purchaser**”, which expression shall, unless repugnant to the context, include his/her heirs, executors, administrators, and assigns,
OF THE OTHER PART.

WHEREAS

1. The Promoter is the absolute and lawful owner and possessor of land measuring about 09 (Nine) Decimal situated at Mouza Bhadreswar, Police Station Bhadreswar, District Hooghly, West Bengal, recorded in L.R. Khatian No. 10632 and L.R. Dag No. 1503 having absolute, marketable and unencumbered title thereto and described herein at Schedule-1.
2. The Promoter has obtained **Sanctioned Building Plan** vide No. 371 dated **30/12/2024** from the Competent Authority for construction of a multi storied commercial cum residential building known as “**Kalpataru**” on the said land.
3. The said project has been registered under **West Bengal Real Estate Regulatory Authority (WBREERA)** vide **Registration No.** _____

Janjoy Mondal

Director
Avinya Civil Pvt. Ltd.

dated _____.

Murmu Mridha Biswas

Managing Director
Avinya Civil Pvt. Ltd.

4. The Allottee, being desirous of purchasing a flat in the said project, has agreed to purchase a self-contained flat **No. ____ on the ____ Floor**, measuring approximately _____ sq. ft. (super built-up area), together with proportionate undivided share of land and common areas, at the total consideration of **Rs. _____ (Rupees only)**.

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

(i) **“Agreed Consideration”** shall mean the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto and payable by the Purchaser to the Builder for acquiring the said Unit.

(ii) **“Architects”** shall mean any Architect whom the Vendors and the Builder have appointed as the Architects for the Project / Buildings time to time.

(iii) **“Association”** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.

(iv) **“Buildings”** shall mean __, __ and __ **BHK** Apartments having One Block of Apartments a total of __ apartments of different types in G+__ storied Block including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time.

(v)

- (vi) **“Built-Up Area”** and/or **“Covered Area”** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.
- (vii) **“Carpet Area”** means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment.

- (viii) **“Car Parking Area”** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;
- (ix) **“Common Area”** means-
- i) the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Housing Industry Regulation Act, 2017, the entire land for that phase;
 - ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
 - iii) the common basements, terraces, parks, play areas, visitors car parking areas and common storage spaces;
 - iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;
 - v) Installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;
 - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii) all community and commercial facilities as provide in the real estate project;
 - viii) all other portion of the project necessary or convenient for its maintenance, safety etc., and in common use;
- (x) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and

also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.

- (xi) “**Common Portions**” shall mean the common areas and installations in the Buildings and the Premises that are more fully and particularly mentioned in the **THIRD SCHEDULE** hereto.

- (xii) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- (xiii) **“Corpus Deposit or Sinking Fund”** shall mean a deposit comprising of amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/Company/Association.
- (xiv) **“Family Members”** shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.
- (xiv) **“Land”** shall mean the entire land ALL THAT PIECE AND PARCEL of **“Bastu”** land measuring more or less **05 (Five) Cottahs 07(Seven) Chittaks 05 (five) Square feet or 09 (Nine) Decimal** comprises in L.R. Dag No.-1503 under L.R. Khatian No.-10632 in Mouza- Bhadreswar, J.L. No- 12 within the limits of Bhadreswar Municipality under Ward 20 having holding number 167/1, K.C.C. Sarani within the jurisdiction of A.D.S.R. Chandannagore, Police Station Bhadreswar, West Bengal, PIN 712124 together with all easement rights, facilities, more fully & particularly mentioned and described in the First Schedule hereunder written.

- (xv) **“Maintenance Agency”** shall mean the Builder or any association, society, company, body or committee formed/appointed by the Builder for the Common Purposes.
- (xvi) **“Municipal Corporation”** shall mean the _____ Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- (xvii) **“Notice of Possession”** shall mean the notice given by the Builder to the Purchaser in terms of clause 6.1 herein below stating that the said Unit is ready for possession.
- (xviii) **“Plan”** or **“Plans”** shall mean the plan sanctioned by the _____ Municipality; vide Building **Plan(s)**

Memo No. (*Valid upto..*) for construction of the Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time.

- (xix) **“Premises”** shall mean the Land including the Buildings and other structures to be constructed thereon.
- (xx) **“Project”** shall mean the work of development undertaken and to be done by the Vendors and the Builder jointly in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the

completed Flats / Units are made over to the respective Unit Owners.

- (xxi) **“Proportionate”** with all its cognate variations shall mean the ratio the Covered Area of any Flat may bear to the Covered Area of all the Flats in the Buildings.
- (xv) **“Proportionate Undivided Share”** in relation to a Flat shall mean the proportionate variable undivided indivisible and impartible share in the Land comprised in the Premises that is attributable to such Flat at any point of time.
- (xvi) **“Said Flat”** shall mean the **Flat No. ___ on the ___ Floor** admeasuring an area of **___sq.ft. (___ sqm)** Carpet Area/Saleable area along with garage/closed parking no. admeasuring an area of **__ sq.ft.** at **“KALPATARU”** situated at Holding No.- 167/1, KCC SARANI, Mouza : Bhadreswar, J.L. No.- 12 , L.R. Dag No.- 1503, Under L.R. Khatian No.- 10632, Ward No.- 20, Under Bhadreswar Municipality, P.S.- Bhadreswar, Dist - Hooghly, Pin - 712124, West Bengal, described in **PART-I** of the **SECOND SCHEDULE** hereto.
 - (i) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Flat.

“Said Unit” shall mean the said Flat, the said Vehicle Parking Space, (if any), and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.

- (i) **“Said Garage”** shall mean a place within a described in **Part-II** of the **SECOND SCHEDULE** hereto.
- (xvii) **“Saleable Area”** of a Flat shall mean the Built-Up Area of such Flat and the Proportionate Undivided Share attributable to such Flat.
- (xviii) **“Unit”** shall mean a residential apartment in the Buildings, with or without any Vehicle Parking Space, and wherever the context so intends or permits, shall include the Proportionate Undivided Share attributable to such Flat and the right of common use of the Common Portions thereto.
- (xix) **“Unit Owners”** shall according to the context, mean all purchasers and/or intending purchasers of different Flats / apartments / Units in the Buildings and shall also include the Builder in respect of such Flats / apartments / Units which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendors and/or the Builder.
- (xx) **“Vehicles Parking Space”** shall mean such covered spaces on the ground floor or the basement of the Buildings, Open Spaces surrounding or adjacent to the Buildings that may be earmarked by the Builder for parking private cars and two wheelers of the Unit Owners.
- (xxi) **“Builder’s Advocates”** shall mean Juriste Legal, of _____, who have prepared this Agreement and who shall prepare all legal documents including the Deed of Conveyance in respect of the development, construction, sale and transfer of the Units including the said Unit, in the Premises.
- (xxii) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”**

genders and vice versa.

(xxiii) **“Singular”** number shall include the **“Plural”** and vice versa.

(xxiv) **“Completion Certificate”** shall mean Completion Certificate issued by the _____ Municipality on **dated** ____ for the grant of partial Completion Certificate.

“Rights on Purchaser's Default” shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Purchaser.

(xxv) **“Said Flat”** shall mean the **Flat No. ____ on the Floor** admeasuring an area of **____sq.ft. (____ sqm)** Carpet Area/Saleable area along with garage/closed parking no. ____ admeasuring an area of ____ sq.ft. at “_____” situated at **“KALPATARU”** situated at Holding No.- 167/1, KCC SARANI, Mouza : Bhadreswar, J.L. No.- 12 , L.R. Dag No.- 1503, Under L.R. Khatian No.- 10632, Ward No.- 20, Under Bhadreswar Municipality, P.S.- Bhadreswar, Dist - Hooghly, Pin - 712124, West Bengal, more fully described in **PART-I** of the **SECOND SCHEDULE** hereto.

(xxvi) **“Said Sale Agreement”** shall mean the Agreement made between the Vendors herein, therein also referred to as the Vendors of the First Part, the Builder herein, therein also referred to as the Builder of the Second Part, and the Purchasers herein, therein also referred to as the Purchasers of the Third Part whereby the Vendors and the Builder have agreed to sell and the Purchasers have agreed to purchase the Said Flat and or for the consideration and on the terms and

conditions, as therein contained.

- (xxvii) **“Said Unit”** shall mean the said Flat, the said Vehicle Parking Space and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.
- (i) **“Singular”** number shall include the **“Plural”** and vice versa.
- (ii) The facts describing the devolution of title of the Vendors to the Premises are more particularly mentioned in the **SEVENTH SCHEDULE** hereto.
- (iii) The Purchasers herein being desirous of purchasing **ALL THAT** the said Unit, approached and requested the Vendors and the Builder to sell the said Unit to the Purchasers, when accepting the said request of the Purchasers, by the Said Sale Agreement, the Vendors and the Builder agreed to sell and the Purchasers agreed to purchase the said Unit at or for the consideration and on the terms and conditions, more fully therein contained.
- (iv) In due course the builder has completed the construction of the said project accordance with necessary approvals and sanctioned plans and named the complex “_____” and fulfilled all terms and conditions of the said Development Agreement and subsequent Amendments up to date.

B. The Vendors and the Builder have since caused construction and completed construction of the Said Unit in accordance with the Plans and obtained the Completion Certificate from _____ Municipality issued on letter **dated** _____ for the grant of Completion Certificate and have issued to the Purchasers the Notice of Readiness and the Notice of Possession in terms of the Said Sale Agreement.

- (v) The Purchasers having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Unit, has been taken over vacant and peaceful possession thereof prior to the date of execution of these presents and have no claim and /or demand of whatsoever nature include pecuniary.
- (vi) Now at the request of the Purchasers, the Vendors and the Builder have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Purchasers in the manner as hereinafter contained.

- C. It is recorded that at or before execution of these presents, the Purchasers have by obtaining independent professional services, examined and fully satisfied themselves as to the following:
- (a) The title of the Vendors to the Premises and also the Said Unit;
 - (b) The right of the Builder in respect of the Project;
 - (c) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents;
 - (d) The Plans sanctioned by the _____ Municipality;
 - (e) The total measurement of the Said Unit including the Super Built-Up Area thereof;
 - (f) The specifications of materials used for construction of the Said Unit and the Buildings; and have agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives their respective right, if any, to do so.

SECTION – II # WITNESSETH :

- I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of **Rs.**

_____-/- (Rupees _____ only)

by the Purchasers to the Builder paid at or before the execution hereof (the receipt whereof the Builder doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchasers and the Said Unit being hereby conveyed) the Vendors and the Builder do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchasers **ALL THAT** the Flat, being **Flat No. on the __Floor** admeasuring an area of **___sq.ft. (___ sqm)** Carpet Area/Saleable area as more fully and particularly mentioned and described in **PART – I** of the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** proportionate undivided share in the Land comprised in the Premises, as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written and attributable to the Said Unit, **TOGETHER AND WITH** like proportionate undivided share in the Common Portions, fully mentioned and described in the **THIRD SCHEDULE** hereunder written and attributable to the Said Unit, **AND TOGETHER WITH** the right to park one car in **Car Parking Space No. ,** in the _____ as allotted in the Said Vehicle Parking Space at the Premises, if so categorically sold and purchased under these presents and as more fully mentioned in **PART – II** of the within mentioned **SECOND SCHEDULE**, (all hereinafter collectively referred to as “the **Said Unit**”), **AND TOGETHER ALSO WITH** the right to use and enjoy the Common Portions in common with the other Unit Owners of the Building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Vendors and/or the Builder into or upon the Said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection

with the beneficial use and enjoyment of the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the Purchasers absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchasers' covenants and agreements hereunder contained and on the part of the Purchasers to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the **FIFTH SCHEDULE** hereunder written and the Said Sale Agreement) **AND ALSO SUBJECT** to the Purchasers paying and discharging all municipal and other rates taxes and impositions on the Said Unit wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Unit wholly and the Premises and in particular the Common Portions proportionately.

SECTION – III # VENDORS' AND BUILDER'S COVENANTS:

I. THE VENDORS AND THE BUILDER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

i) The right, title and interest which the Vendors and the Builder doth hereby profess to transfer subsists and that the Vendors and the Builder have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers, the Said Unit in the manner aforesaid.

ii) It shall be lawful for the Purchasers, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors or the Builder or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

iii) The Builder for the time being, and subsequently the Association or Maintenance Company, after handing over the charge of maintenance and management of the Premises to the Association or Maintenance Company by the Builder, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Unit hereby granted sold conveyed and transferred unto and to the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers.

iv) The Builder for the time being, and the Association or Maintenance Company, upon the Builder handing over all relevant documents in

respect of the said Premises to the Association or Maintenance Company, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers produce or cause to be produced to the Purchasers or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Premises and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

SECTION – IV # PURCHASERS' COVENANTS:

II. THE PURCHASERS DO AND EACH OF THEM DO TH
HEREBY COVENANT WITH THE VENDORS AND THE BUILDER as
follows:

1. The Purchasers agree and bind themselves that the Purchasers shall and will at all times hereafter abide by and observe the restrictions (a) set-forth in the **FIFTH SCHEDULE** hereunder written and contained in the Said Sale Agreement.

2. The Purchasers have also examined and satisfied themselves about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Buildings, installation, maintenance and user of lift and other utilities and facilities at the Premises and rules made there under and also acquainted itself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

3. As from the date hereof, the Purchasers bind themselves to regularly and punctually pay the following amounts and outgoings:

i) Municipal rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit, directly to the Municipal Corporation **Provided That** so long as the Said Unit is not separately assessed for the purpose of such rates and taxes, the Purchasers shall pay to the Builder/Maintenance Agency proportionate share of all such rates and taxes assessed on the Premises.

ii) All other impositions, levies, cess, taxes and outgoings (including Multistoried Building Tax, Betterment fees, Development Charges, GST, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Unit or on the Premises by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Premises, as the case may be.

iii) Electricity charges for electricity consumed in or relating to the Said Unit directly to electricity supplying body or the Maintenance Agency, as the case may be.

iv) Maintenance charges and proportionate share of all Common Expenses (including any contribution towards major repairs, electricity consumption for the common meter, lift, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Unit and demanded from time to time by the Builder or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Builder, or the Association upon its formation, after taking into account the common services provided at the Premises.

3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Builder or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Builder or its nominee leaving its bill for or demanding the same at the above address of the Purchasers and the Purchasers shall keep the Builder and the Association, upon its formation, indemnified against all

losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

3.2 The apportionment of the liability of the Purchasers in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchasers in respect of the said Unit shall be done by the Vendor and the Association upon its formation and the same shall be final and binding on the Purchasers.

4. The Purchasers shall, in case already not so done, within 1(One) month from the date hereof apply for and obtain separate assessment of the Said Unit from the Municipal Corporation and the Vendors and the Builder shall sign necessary papers and declarations as may be required. In case the Purchasers fail to have such separation effected, then the Vendors and the Builder shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Purchasers.

5. The Purchasers shall permit the Builder and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Unit and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Unit and the Purchasers shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Builder or the Association.

6. From the date of execution hereof and till the continuance of its

ownership of the Said Unit, the Purchaser shall:

- i) use the Said Unit only for the exclusive purpose of **private dwelling or residence** of respectable persons in a decent and respectable manner and for no other purposes;
- ii) use the Said Vehicle Parking Space, if any right to park a motor vehicle is expressly so granted to the Purchasers hereunder, only for the purpose of parking of their own medium sized motor vehicles;
- iii) not use the roof of the Building for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Unit Owners;
- iv) use the Common Portions in common with the other Unit Owners of the Building and only to the extent required for ingress and to egress from the Said Unit of men materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store

any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Premises.

7. The Purchasers shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Unit Owners in the Building.

8. The Purchasers shall not make any additions or alterations to the Said Unit (including internal partition walls, etc.) nor to the Building or the Premises nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said Unit and also not to decorate or paint or clad the exterior of the Said Unit and do not install any Grill in Verandah (including the Design of the Said Grill) otherwise than in the manner as be agreed to by the Owner/Builder or the Association in writing.

9. The Purchasers shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Builder or the Association (including those contained in the Said Sale Agreement and the **FIFTH SCHEDULE** hereunder written) or the appropriate authorities for the user and management of the Premises and every part thereof and in particular the Common Portions.

SECTION – V # VENDORS', BUILDER'S AND PURCHASERS'
MUTUAL COVENANT:

I. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

a) The properties benefits and rights hereby conveyed unto and in favour of the Purchasers are and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchasers shall

also not claim any division or partition in the Land comprised in the Premises towards its proportionate land share appurtenant to the Said Unit. It is further agreed and clarified that any transfer of the Said Unit by the Purchasers shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchasers shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.

b) All the units and other constructed areas if any as well as the other open and covered spaces in the new building or the said premises shall remain the exclusive property of the Unit Owners proportionately.

c) After the allotment and transfer of all the Units in the Building or earlier, as the case may be, the Association of the Unit Owners shall be formed and the Purchasers and the other Unit Owners shall be the members thereof, each having voting rights therein equivalent to one vote, it being clarified that in case there be more than one purchaser of a Unit then only one of the such purchasers shall be entitled to have voting right equivalent to one vote. The Purchaser shall, along with the other Unit Owners, sign and execute all papers, documents, declarations and

applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Builder to the Purchasers and the other Unit Owners to take charge of the acts relating to the Common Purposes whichever be earlier, the Builder or its nominees shall manage and maintain the Premises and in particular the Common Portions and look after the Common Purposes **subject however** to the Purchasers making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Builder and/or its nominee to the Association or the Unit Owners. All references to the Builder herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or the Unit Owners.

f) In the event of the Purchasers failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchasers under these presents and/or in observing and performing the covenants terms and conditions of the Purchasers hereunder, then the Builder and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-

(i) Claim interest at the rate of _____per annum on all the outstanding amounts.

(ii) To demand and directly realise the amounts becoming due and

payable to the Purchasers by any tenant or licensee or other occupant in respect of the Said Unit.

- (iii) Discontinue supply of water to the Said Unit.
- (iv) Disconnect electricity Connection in the Said Unit.
- (v) Withhold and stop use of all other utilities and facilities (including lift) to the Purchasers and their Family Members, guests, tenants or licensees.
- g) The bills for maintenance charges/Common Expenses, electricity charges, etc. payable by the Purchasers to the Builder and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchasers, in case the same is left in the Said Unit or in the letter box in the ground floor of the Building and earmarked for the Said Unit or emailed to the last recorded email address.
- h) The Building shall together at all times as a housing complex bear the name “___” and none else.
- i) These presents constitutes the entire understanding between the Parties and shall have overriding effect on all earlier agreements, contracts and understanding, if any, made between the Parties prior to execution of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ON THE NORTH: _____
ON THE SOUTH: _____
ON THE EAST: _____
ON THE WEST: _____

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

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART - I

(Description of the Said Unit)

ALL THAT the residential Self Contained **Flat No. __ on the __Floor** admeasuring an area of **__sq.ft. (__sqm)** Carpet Area/Saleable area along with garage/closed parking no. __admeasuring an area of__ sq.ft. at “KALPATARU” situated at Holding No.- 167/1, KCC SARANI, Mouza : Bhadreswar, J.L. No.- 12 , L.R. Dag No.- 1503, Under L.R. Khatian No.- 10632, Ward No.- 20, Under Bhadreswar Municipality, P.S.- Bhadreswar, Dist - Hooghly, Pin - 712124 West Bengal having **vitrified tiles**

flooring, at the Premises consisting of __ Bed Rooms, __ Living cum Dining Room, _____ Kitchen Room _____ Toilets, _____ Balcony more particularly described in the **First Schedule** herein above and as more fully and particularly shown in the map or plan annexed hereto, being **Annexure – A**, and thereon bordered in **red**.

PART-II

(Description of the Said Vehicle Parking Space)

ALL THAT the right to park one medium sized car in **Car Parking Space No. __**, admeasuring an area of **__sq.ft.**, in the **__** of the Building more particularly described in the **First Schedule** herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Common Portions)

- A. Common areas and installations in respect whereof only the right of user in common shall be granted to the Purchaser:
1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
 2. Roof right.
 3. Staircase and Staircase landing, Lift and lift landings on all floors of the new Building.
 4. Common passage and lobby on the ground floor for garage space area of the new Building.
 5. Water pump, water tank, water pipes and other common plumbing installations.

6. Electrical Substation/Transformer, electrical writing meter room, generator and fittings (excluding those as, are installed for any particular unit).
7. Water and sewerage evacuation pipes from the units to drains and sewers common to the building (s).
8. Drainage, sewers and pipes, from the building to the Municipal drainage.
9. Boundary walls and main gates of the new Building.
10. Duct.
11. Project Control Room, Caretaker/Security Gate Goomty, Toilet for Driver/Security (subject to Sanction).
14. Security Check post at the entries of the Building.

The Purchasers agree and acknowledge that no right of access or use will be permitted to the Purchasers, their men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Owner/Builder.

Access and/or use of the Community Hall subject to the approval of the concerned authority shall be permitted in accordance with Rules framed and/or published by the Vendors/Builder from time to time, Provided However it is hereby clarified that the Vendors/Builder shall at all times have and also hereby reserves its right to allow/grant membership and/or use of the said Hall and/or facilities provided therein to the relatives of the Unit Owners, subject to such terms and conditions as shall be framed by the Builder for such parties/persons mainly pay and use basis to be constructed/developed later.

A.3 The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Builder including those areas and/or spaces in the Premises which have been earmarked by the Builder exclusively for commercial use.

A.4. Common installations and/or facilities for which proportionate additional costs are to be paid by the Purchaser:

- (i) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.

- (ii) Common power generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Flats.
- (iii) Integrated Communication facilities.
- (iv) Cable TV provision.
- (v) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section - A above.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE**: All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL**: All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including lifts, water pump with motor etc.).
3. **STAFF**: The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION**: Establishment and all other expenses of the Association or Maintenance Company (including its formation) and also similar expenses of the Builder or any agency looking after the Common Purposes until handing over the

same to the Association excluded the commercial space and the area on the roof earmarked for the Commercial use.

5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the Premises or the Building or any part thereof (save those assessed separately in respect of the Said Unit).
6. **INSURANCE**: Insurance premium if any for insuring the Buildings against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES**: Sinking Fund/Corpus Fund, Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Builder and/or the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the Purchasers).

1. The Purchasers agree, undertake and covenant to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
 - b) permit the Builder, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes of the Project;
 - c) deposit the amounts for various purposes as may be required by the Maintenance Agency or the Association;
 - d) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
 - e) keep the said Flat and partition walls, sewers, drains pipes,

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cables, wires, entrance and main entrance serving any other Flat in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Building;

f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

g) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;

h) sign and deliver to the Builder all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Flat from the service provider in the name of the Purchaser;

- i) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately, and the said Unit wholly;
- j) pay Municipal Corporation Taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;
- k) pay monthly common area maintenance charges for the maintenance of the Building, open areas, common areas, paths, passages and the Premises as a whole, at such rate as may be quantified by the Builder/Association;
- l) pay the monthly subscription for using the Community Hall and any other facilities if provided by the Purchasers and their family members at such rate as may be quantified by the Builder/Association at the appropriate time;
- m) pay for Wi-Fi, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit;
- n) allow the other Unit Owners the right of easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- p) observe and comply with such other covenants as be deemed reasonable by the Builder/Association for the Common Purposes;
- q) not to use the said Flat or permit the same to be used for any purpose other than a private dwelling place of families;
- r) not to do or suffer any thing to be done in or about for the said Flat which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Flat or in any manner interfere with the

use and enjoyment thereof or of any open spaces, passages or amenities available for common use;

s) not to demolish or cause to be demolished the said Flat or any part thereof at any time or any part of the said Building or the fittings and fixtures thereof;

t) not to make in the said Flat any structural alterations of a permanent nature except with the prior approval in writing of the Builder and/or the Municipal Corporation and all other concerned or statutory authorities;

u) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;

v) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Building;

w) not to put any name plate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or

provided by the Builder Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Flat;

x) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof; permission should be obtain from the Owners, once formed from the Association regarding any installation and the design of the said Grill.

y) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Building, save at places specified / fixed and in a manner as indicated by the Builder;

z) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Flat or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

aa) not to decorate the exterior of the Building otherwise than in the manner agreed by the Builder/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;

bb) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Building;

cc) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Building;

dd) not to claim partition or sub-division of the Land comprised in the Premises underneath the Building and/or the Common Portions towards its Proportionate Undivided Share attributable to the said Flat or any part

thereof nor to do any act or deed, whereby the rights of the Vendors and the Builder and/or the rights of the purchaser of other Flats in the Building is affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Building;

- ee) not to partition the said Flat by metes and bounds;
- ff) not to shift or obstruct any windows or lights in the said Flat or the Building;
- gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Builder and/or the Association;
- hh) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchasers, if any, mentioned in **PART-II** of the **SECOND SCHEDULE** hereto; and
- ii) Purchasers shall always cooperate with other Unit Owners for ingress and egress of their respective Car/Vehicle/Motor Cycle from their respective Car parking Space of the Building by mutual understanding amongst them.

- jj) not to let out the said Unit or any part thereof without obtaining prior written permission of the Builder and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit.
- kk) not to park any car or two-wheeler in the Premises if the Purchasers have not been allotted any Vehicle Parking Space.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Rights on Purchaser's Default)

- a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Purchaser to the Builder or the Association upon its formation, interest shall be payable by the Purchaser at the agreed rate of ___percent per annum from the due date till the date of payment.
- b) In addition to the above the Purchasers shall have to deposit towards Sinking Fund/Corpus Fund before taking possession of the apartment when called upon to do so which will transfer, **post deduction**, if any, to the registered body (Association) after it is formed, without interest. The Maintenance Corpus Deposit collected from each Purchaser will remain credited to the account of such Purchaser in the records of Builder and subsequently to the said registered body
- c) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Unit continuing for more than 2 months, then the Builder and/or the Association upon its formation shall be entitled to issue a notice to the Purchaser calling upon the Purchaser

to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Builder and the Association, as the case may be, then the Builder and/or the Association, as the case may be, shall be entitled to invoke their rights under **Section V clause I (f)** of these presents and the Purchaser shall in addition be liable to pay to the Builder and/or the Association, compensation and/or damages that may be quantified by the Builder / Association.

d) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Builder / Association for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay / reimburse to the Builder / Association, such bank charges. The Purchaser further undertakes that in case of return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with interest thereon. This shall be without prejudice to the other legal rights of the Builder / Association under law (including

under the Negotiable Instruments Act, 1881) as also the other rights of the Builder and/or the Association under this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

SIGNED AND DELIVERED by the
in the presence of:

1.

2.

SIGNED AND DELIVERED

by the **BUILDERS**
in the presence of:

Murmu Mridha Biswas

Managing Director
Avinya Civil Pvt. Ltd.

1.

Sanjoy Mondal

Director
Avinya Civil Pvt. Ltd.

2.

SIGNED AND DELIVERED

by the **PURCHASERS** at **Kolkata**

in the presence of:

1.

2.