

DEED OF CONVEYANCE

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THIS DEED OF CONVEYANCE IS MADE ON THIS THE _____
DAY OF _____ 20____

BY AND BETWEEN

M/S LARICA ESTATES LIMITED, having PAN AAACL5431D, a Company incorporated under the Companies Act, 1956 having its registered office at Sukh Sadan, 52B, Shakespeare Sarani, Post Office : Circus Avenue, Police Station: Shakespeare Sarani, Kolkata – 700017, hereinafter called and referred to as the “**LAND OWNER**” represented by its constituted attorney **M/S BARASAT REAL ESTATE PROJECTS PRIVATE LTD.,** (having PAN AAGCB8348H), a Company incorporated under the Companies Act, 1956 having its registered office at F-4, Block GP, Sector-V, Nabadiganta Industrial Township, Arch Waterfront Building, 8th floor, Post Office : Sech Bhawan, Police Station: Electronics Complex, Kolkata - 700091, District: North 24 Parganas, represented by duly authorized representative PAN, having Aadhaar No., Son of, by faith : Hindu, by occupation: Private Service, resident of 5....., West Bengal, authorized vide company resolution dated DAY of 20....., hereinafter called and referred to as the “**VENDOR**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its’ successors-in-office, administrators, legal representatives and assigns) of the FIRST PART;

AND

M/S BARASAT REAL ESTATE PROJECTS PRIVATE LTD., (having PAN AAGCB8348H), a Company incorporated under the Companies Act, 1956 having its registered office at F-4, Block GP, Sector-V, Nabadiganta Industrial Township, Arch Waterfront Building, 8th floor, Post Office : Sech Bhawan, Police Station: Electronics Complex, Kolkata -700091, District: North 24 Parganas, represented by duly authorized representative PAN, having Aadhaar No., Son of, by faith : Hindu, by occupation: Private Service, resident of 5....., West Bengal, authorized vide company resolution dated DAY of 20....., hereinafter called and referred to as the “**DEVELOPER/PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successor-in-office and assigns) of the SECOND PART.

AND

_____ (having PAN _____ and Aadhaar No. _____), Son of _____, Indian by Nationality, Hindu by faith, _____ by Occupation, residing at _____, P.O. _____ P.S. _____, District-

_____, hereinafter called the “**PURCHASER/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART/OTHER PART.

The Developer/Promoter for behalf of owner herein and Allottee/s/Purchaser/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. By and under a Bengali deed of Kobala dated 11.04,1984 registered at the office of the Sub- Registrar at Barasat and recorded in Book No.1, Volume 120, Pages 157 to 163, Being No.2849 for the year 1984, (inadvertently written as 1884) one Ramesh Kumar Singh, purchased ALL THAT land measuring 49 decimals comprised in R. S. Dag No.44 under R.S. Khatian No.640 at Mouza Baluria, J. L. No. 37, under Police Station Barasat, District 24-Parganas, now 24- Parganas (North).
- B. By virtue of the aforesaid purchase said Ramesh Kumar Singh became the sole and absolute owner of the aforesaid property and as such absolute owner he got his name mutated and /or recorded in the L.R. records, vide L.R. Khatian No. 1174, L.R. Dag No.44 at Mouza Baluria, J.L. No.37 for an area 49 decimals more or less.
- C. THE said Ramesh Kumar Singh while in khas possession absolutely free from all encumbrances and attachments as an absolute owner thereof in respect of the aforesaid vacant land, and as such due to urgent need of money sold, transferred and conveyed appertaining thereto unto and in favour of owner namely Larica Estates Limited, measuring 40 Decimals

land, by virtue of Registered Deeds of Conveyance, dated 25th day of April 2011 being the Deed No. 05181, for the year 2011 and the same was registered in the office of the Additional Registrar of Assurances -II at Kolkata, West Bengal.

- D. In the above manner said Ramesh Kumar Singh sold, transferred and conveyed appertaining thereto unto and in favour of abovenamed owner measuring 09 Decimals land, by virtue of Registered Deeds of Conveyance, dated 25th day of April 2011 being the Deed No. 05182, for the year 2011 and the same was registered in the office of the Additional Registrar of Assurances -II at Kolkata, West Bengal.
- E. The Owner purchased total area of 49 decimals of land by virtue of aforesaid two separate registered Deed of conveyance and became the absolute and lawful owner of land the in respect of aforesaid property or properties and got its' name mutated together with other contiguous purchased properties in the assessment register of the Barasat Municipality vide Holding No. 295, Uttar Baluria (Talikhola) in Mouza Baluria, within the local limits of Ward No. 05 of Barasat Municipality, Police Station Barasat, District 24-Parganas (North), which is more fully mentioned and described in the FIRST SCHEDULE hereunder written.
- F. The owner got its name mutated in the office of B.L. & L.R.O. Barasat-1, North 24 Parganas, vide L.R. Khatian No. 2153 under L.R. Dag No. 44 measuring an area of 49 decimals of land including vast chunk of land, thereafter the vendor converted the said Land from ADM L.R. Barasat from Sali to Bastu.

AND WHEREAS

1. With a view to develop the said land under L.R. Dag No. 44 measuring an area of 49 decimals of land, vide Holding No. 295, Uttar Baluria (Talikhola) in Mouza Baluria, within the local limits of Ward No. 05 of Barasat Municipality, Police Station Barasat, District 24-Parganas (North),

Kolkata-700126, and to achieve that desire the owner has got the Building Plan approved from Barasat Municipality vide Sanctioned Plan serial No. 2080, Building Plan Sanctioned Meeting dated 30/11/2024 and sanctioned/approved on 01/03/2025, upon **FIRST SCHEDULE** property (hereinafter referred to as the said Plan).

2. The Owner with view to develop residential complex on the said land appointed Developer and the said Land is earmarked for the purpose of building comprising multistoried apartment buildings comprising of residential units like Residential Apartments and named it as “**VRINDAVAN COMPLEX.**”. (more specifically described in the **FIRST SCHEDULE** below).

AND WHEREAS

3. With the intention of developing and commercially exploiting the said Land by constructing multi-storied buildings thereon and selling/ leasing out/ transferring flats/spaces (collectively Apartments), parking spaces (collectively **Parking Spaces**) and commercial units/spaces therein, the Owner appointed the Developer and entered into a registered Development Agreement dated 10th day of March 2025, registered in the office of A.R.A. IV, Kolkata, registered in Book No. 1, Volume No., pages from to, being No..... for the year 2025 and also Development Power of Attorney was registered on 10th day of March 2025, registered in the office of A.R.A. IV, Kolkata, registered in Book No. 1, Volume No., pages from to, being No..... for the year 2025, in favour of Developer for carrying out the said project of development and other purposes smoothly as per sanctioned plan. In terms of the Development Agreement and the Development Power of Attorney, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of the Flats and Parking Spaces in the said Project.
2. The developer with a view to construct 03 building / buildings comprising 03 Blocks of Buildings and the units of the said Complex the Owner has already obtained said plan from the concerned department into and over the said property more fully mentioned and described in the First Schedule under written;

3. The Developer herein as per agreement and rules and regulation of WB RERA has already constructed several buildings in several blocks comprising of several residential Flats / units / car parking spaces etc. comprising G+4 multistoried apartment buildings, and other common area / parts etc., and the said residential project is popularly and/or commonly known and reputed as **“VRINDAVAN COMPLEX”** and the said property in its entirety also more fully mentioned and described in the **FIRST SCHEDULE** hereunder written.
4. By a registered Agreement dated _ registered in the office of the recorded in Book, Volume No. , at Pages from to , Being No. _ for the year 20 , (Said Agreement) the Allottee has agreed to purchase All That the Flat/Apartment described under Second Schedule below in lieu of the total consideration as set out under Memo of Consideration hereunder written.
5. The Vendor/Promoter has completed the project and the Allottee has in terms of his/her Agreement for Sale has made full payment of the consideration and has called upon the Promoter to execute and register the Conveyance in respect of the said Apartment.
6. The Allottee has taken complete inspection of the said Apartment and the said new building block wherein the same is situated and the Promoter is fully satisfied with the layout, location, workmanship, measurement and the amenities provided and the Allottee has no manner of grievance whatsoever.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

That in consideration of the said agreement and in further consideration of a sum of Rs.____/- (Rupees_____) only well and truly paid by the Purchaser/Allottee to the Vendor /Developer at or before execution of these presents in terms of the said Agreement for Sale (the receipt whereof the Developer /promoter doth hereby and also by receipt hereunder written admit and acknowledge to have been received) the Vendor/Promoter doth hereby grant, transfer, convey assign and assure unto and in favour of the Purchasers ALL THAT one self-contained residential Flat having measuring **Carpet Area:_____****Sq. Ft.** (as per RERA) (excluding balcony), **Built up Area:_____ Sq. Ft.**

& **Super Built-up Area:**_____ **Sq. Ft.** being **Flat No.**____, at **Floor** of **Block-**_____ together with right to use 1 (One) Medium size four-wheeler ____ parking space, being Parking No. _____ situated in _____ of the Complex named and designed as “ **VRIVANDAN COMPLEX**”, at the said Premises as shown on the plan bordered RED thereon AND SECONDLY ALL THAT the undivided proportionate share in and out of all the common parts portions area (except those specifically retained by the developer) (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND THIRDLY ALL THAT the undivided proportionate share or interest in the land comprised in the said premises described under the FIRST SCHEDULE hereto attributable thereto (hereinafter collectively referred to as the said Flat/Apartment particularly mentioned and described in the SECOND SCHEDULE hereunder written) TOGETHER WITH the right to use the common parts, portions, areas installations and facilities in the common with the other co-purchaser and the promoter and the other lawful occupants of the building as set out under the THIRD SCHEDULE hereto FURTHER TOGETHER WITH the liberty or facility to park one medium sized car in the car parking area to be designated by the Developer/Promotor and if allotted to the Allottee only if available BUT EXCEPTING AND RESERVING such rights easement quasi-easements privileges reserved for any particular Apartment and/or the Promoter/holding organization and facility managers respective agents appointed by them (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) AND TOGETHER WITH all easements and quasi- easements and provisions in connection with the beneficial use and enjoyment of the said Apartment (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) TO HAVE AND TO HOLD the said Apartment hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the purchaser SUBJECT TO due performance of and compliance with the Restrictions/house rules (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) and also subject to purchaser making payment of the common area maintenance charges/common expenses and other charges payable in respect of the said Apartment (such maintenance charges and common expenses as may be decided and demanded to the promoter or its agents and or facility

manager appointed by them and to the holding organization and/or their respective agents upon the maintenance being handed over by the promoter to the holding organization.

1) **AND THE VENDOR/PROMOTER DOTH HEREBY CONVENANT WITH THE PURCHASER AS FOLLOWS:-**

- A) THAT the interest which the Vendor and or developer doth hereby profess to transfer, subsists and that the Vendor and developer has the absolute right, full power and absolute authority to grant, sell convey transfer assign and assure unto the Purchasers the said share in the land and the rights and properties appurtenant thereto and then said flat and the undivided proportionate share in the common portions respectively.
- B) AND THAT it shall be lawful for the Purchasers herein from time to time and at all material times hereafter peaceably and quietly hold possess use and enjoy the said Flat and all other benefits and rights hereby granted sold, conveyed transferred assigned and assured or expressed or intended so to be unto and to receive all the rents issues and profits thereof without any lawful hindrance eviction interruptions disturbances claims and demands whatsoever or howsoever from or by the Vendor herein or any person or persons claiming through under or in trust for them unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever.
- C) THAT notwithstanding any act deed matter or thing whereby the Developer /Promoter done or executed or knowingly suffered to the contrary the Vendor herein is now lawfully and rightfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said flat and every part or portion thereof hereby granted sold conveyed transferred assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid for a perfect and indefeasible estate of inheritance without any manner or condition or other things whatsoever or howsoever to alter defeat encumber or make void the same.

- D) AND THAT notwithstanding any act deed or thing whatsoever or howsoever done as aforesaid the Developer/promoter has now full right power and absolute authority to grant sell, convey, transfer, assign and assure the said Flat along with undivided proportionate share of land and all other benefits and rights hereby granted sold conveyed transferred assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid according to the true intent and meanings of these presents.
- E) AND THAT the Vendor or Developer shall from time to time and at all times hereafter upon every request and at the costs of the Purchasers, make doth acknowledge exercise execute and perfect all such further and/or other lawful and reasonable acts deed matters and things whatsoever for further better and more perfectly assuring the said Flat and the undivided proportionate share in the common portions together with the benefits rights and properties hereby granted unto the Purchasers in the manner aforesaid.
- F) AND ALSO THAT the Developer and/or the association, upon its formation shall unless prevented by fire or some other irresistible force or accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchasers herein make do produce or cause to be made executed and produced to the Purchasers herein or to their attorneys or agents at or before or in any Court of Law, Tribunal, board or authority or otherwise as occasion shall require all the deeds pattahs muniments documents writings and evidences of title exclusively relating to the said premises and the said Flat in the custody control and power of the Vendor herein and shall also at the like request and cost of the Purchasers deliver to the Purchasers herein or his successors in title such attested or other true copies or extracts from the said deeds pattahs muniments documents writings and evidence of title or any of them as the Purchasers may require and the vendor shall in the meantime unless prevented as aforesaid keep the said deeds pattahs muniments documents writings and evidences of title safe, in obliterated and un cancelled.
- G) AND ALSO THAT the Vendor or Developer do hereby also reserves its right to further expansion of the complex in phase wise in upcoming phases and in

that event the vendor or Developer shall use the existing road inside the project for ingress and egress of the flat owners of said upcoming phases. The Purchasers herein agrees to same and hereby consents for that.

- H) AND ALSO THAT the Vendor or developer herein shall not do anything or make any grant or term whereby the rights of the purchase hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the Purchasers as co-owners hereunder.

2) **AND THE PURCHASER/ALLOTTEE SHALL TO THE END AND INTEND THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREINAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT/APARTMENT HEREBY CONVEYED HEREBY CONVENANT WITH THE PROMOTER AS FOLLOWS :-**

a) THAT the Purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions/house rules regarding the user of the Flat/Apartment and also the obligations set forth in the SIXTH SCHEDULE hereunder written.

b) THAT the Purchaser shall at all times from the date of possession as mentioned in the letter of possession be liable to pay and regularly and punctually make payment of all the panchayat/municipal rates and taxes and other outgoings including cess, multi- storied building taxes, water tax, if any, GST and other levies impositions and maintenance and outgoings (hereinafter referred to as the rates and taxes which may from time to time be imposed or become payable in respect of the said Flat/Apartment and proportionately for the building as a whole and proportionately for the common parts and portions.

3) **AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

a) THAT the undivided share in land comprised in the said premises and

the proportionate share in common parts and portion hereby sold and transferred and attributable to the said Flat/Apartment shall always remain impartible.

b) THAT right of the Purchaser shall remain restricted to the said Flat/Apartment and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said complex and or Said Project and cannot claim the vendor's vacant land which is to be constructed in near future by the vendor/Developer.

c) The Allottee on payment of deposit to WBSEDCL directly can obtain the meter and the Purchaser further agrees to regularly and punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or however on and for the date of presence of the Apartment.

d) As from the deemed date of possession as mentioned in the possession letter the Purchaser shall regularly and punctually make payable of the maintenance charges/ common expenses payable in respect of the said Flat/Apartment to the promoter/ facility manager/agents appointed by the promoter and to the Association of Owners upon the maintenance being handed over to them by the promoter. Such charges shall be made applicable by the vendor/ Association/facility manager from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.

e) The Allottee acknowledges that regular and timely payment of the maintenance charges is a "must" and non-payment thereof is likely to adversely affect the interest of the other owners and / or occupiers of the said building and that non- payment of such maintenance charges is likely to cause malicious loss and damage to the other owners and/or occupiers of the said building and as such in the event of any default on the part of the Purchaser/Allottee in making payment of such maintenance charges then and in that event without prejudice to any other right which the Vendor/promoter and upon formation of the Association of Owners, the promoter and/or Association as the case may be shall be entitled to and

hereby authorized;

- i) to prevent the use of lift.
- ii) to prevent the use of common amenities

And the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% per month and the Purchaser/Allottee hereby further waives the right for service of notice in the event of any default in non- payment of such maintenance charges.

f) Upon sale and transfer of the apartment constructed spaces and allotment of car parking by the promoter, the promoter of the various apartments constructed spaces and open parking shall form an Association of Owners/ syndicate/management company/society (hereinafter referred to as the **Association**) who shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition of common services and the Purchaser/Allottee hereby commits himself/herself/themselves/itself to become a member of such Association and to make payment of the maintenance charges to such Association regularly and punctually and shall also observe the rules and regulations which may be framed by such Association.

4) GENERAL

- 4.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the promoter/Association of Owners shall be entitled to appointment of a facility manager and the Purchaser/Allottee hereby consents to appointment of a facility manager and in the event of such facility manager being appointed the purchaser shall regularly and punctually make payment of the maintenance charges and other amounts including the proportionate share of the remuneration which may be required to be paid to such facility manager.

4.2 The Purchaser/Allottee their licensees or his nominees will also hold, use and enjoy the said Apartment strictly subject to the easement and rights reserved and/or granted as per the FIFTH SCHEDULE hereto and subject to the due observance and performance of the House Rules and Restrictions as to the user and/or enjoyment set out under the SIXTH SCHEDULE hereto.

4.3 The said complex shall always be known as “VRINDAVAN COMPLEX”.

5) ENFORCEMENT OF THE CONVENANTS

5.1 The covenant regarding payment of maintenance charges/common expenses and regarding use of the common parts and portions and observance of house rules as laid down in the SIXTH SCHEDULE is for mutual benefit of all Apartment Owners and in the event of any default on the part of the Purchaser/Allottee in making payments of the proportionate share of maintenance charges to the Promoter/Association of Owners or facility manager/agent appointed by them then in that event the Promoter/Association of Owners shall be entitled to prevent the use of lift or discontinue other services or prevent to use of the common amenities. It is hereby agreed and declared by and between the parties hereto that in as much as the covenant regarding payment of all common expenses and maintenance charges is for beneficial use of all the Apartment Owners in the event of any default on the part of the Purchaser/Allottee in performing the obligations in terms of this deed the Promoter/ Association shall be entitled to enforce the same.

6) RESERVATION & SUPERCESSION

6.1 This deed supersedes all writing, understandings, agreement, brochures and any other agreement between the parties hereto and to the Purchaser/Allottee agrees not to rely on the same save and except the applicable covenants of the said agreement for sale of the Apartment.

6.2 The right of the Purchaser/Allottee shall remain restricted to the said Apartment and common area and portions and in no event the Purchaser/Allottee shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the building and the said premises. Promoter shall be entitled to sell and transfer the said open spaces by way of open car parking / two-wheeler parking zones or area.

6.3 It is clearly understood and envisaged that the Promoter shall always be entitled to use and utilize the open spaces for any of its purposes including to create car parking and vehicle zones in the open spaces and to sell the parking areas and spaces independently whether such car parking spaces have been officially sanctioned and the Purchaser undertakes not to make or raise any objection thereto.

6.4 The Purchaser covenants that the Purchaser and/or association shall not at any point of time object or oppose the use of the roof by the Vendor/Developer, its licensee and/or any other users and occupiers of the commercial area for installation, upkeep and/or maintenance of antenna and/or v-sat towers etc.

6.5 The Purchaser covenants and agrees that the Purchaser singly and/or in unison with any other Apartment Owner at the said complex shall not object to the Promoter right to use, convent, utilize the roof or any part of it and/or the open terraces appurtenant to any Apartment for the purpose of creating, installing of a private terrace garden or a pent house etc. as per the Plan inspected by the Authority and in other part of the adjacent land of the vendor.

FIRST SCHEDULE ABOVE REFFERED TO

(PROJECT LAND)

All that piece or parcel of Bastu land measuring aggregating an area 49 Decimal, more or less, comprised in R.S./L.R. Dag No. 44, under L.R. Khatian No. : 2153, Mouza : Baluria, J. L. No. : 37, Pargana : Anowarpur, Touzi No.146, A.D.S.R.O.: Kadambagachi, Police Station: Barasat, Pin-700126, Post Office : Nabapally, West Bengal, District: North 24-Parganas, at present within the limits of the Ward No. 05 of the Barasat Municipality bearing Holding No. 295, Uttar Baluria (Talikhola) at Barasat Barrackpore Road, **TOGETHER WITH** building (s) and/or structure standing thereon consisting of several Flat/Unit/Car parking space / etc. and the entire land with building (s) and/or project known as “**VRINDAVAN COMPLEX**”, property is butted and bounded as follows:

On the North :
On the South :
On the East :
On the West :

SECOND SCHEDULE ABOVE REFFERED TO

(SAID FLAT/APARTMENT)

ALL THAT one self-contained residential Flat, having tiles flooring being **Flat No. on the Floor**, admeasuring _____ **Sq. Ft. of Carpet Area**, _____ **Sq. Ft. of Built up Area** and _____ **Sq. Ft. of Super Built-up Area**, in **Building No.** named and designed as “_____”, more fully shown in the Maps as annexed duly demarcated with “Red” colour therein together with undivided/unpartitionable proportionate right in the FIRST SCHEDULE land on which the flat stands in common with the other occupiers of the said Complex with right to use common area and facilities of the Vrindavan Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

THIRD SCHEDULE REFERRED TO ABOVE

(Common parts / rights – Common to the co/owners of the buildings)

- a) Entirety of the land described in the First Schedule hereinabove.
- b) The foundation, columns, beams, supports, fire escape, entrance and exist gate etc.
- c) Stairs, stair case, stair ways of all floors up to the top floor having lighting, fixtures and fittings in the common places.
- d) Land / space of staircase on all floors meant for egress and ingress to the respective flats and/or flats.
- e) Water reservoir, overhead tank, water pump with motor, pump room for the purpose of plumbing / pumping water from the underground reservoir to the overhead water tank, and distribution pipes to different flats and from reservoirs to the tanks and to the various flats and flats respectively.
- f) All electrical installations and all electrical wirings including electric meter for running of the water pump and lighting of the common areas including path/ways and stair case. Electrical wiring and switches from ground floor to the flats respectively.
- g) The entire drainage and sewerage system, drain and sewers from the building to the Municipal ducts including septic tank, if any and water and sewerage evacuation pipes from the flat to drains and sewers common to the building.
- h) Driveways, path/ways and lobby in the ground floor, which are earmarked specifically for common user.
- i) The land and open spaces except roof in the building other than those reserved by the Vendor and the land under the building for the purpose of access only.

- j) Water reservoir and distribution arrangements and pipes to the reservoir of the building.
- k) Boundary wall and main gates to the building on the ground floor.
- l) Space for installation of electric meters and board and space for installations of electrical main switch but not individual electric meter or switch.
- m) Right and privilege over vertical and lateral support, easement and quasi easement and appurtenances whatsoever which are in any way connected with Flat and/or Flat which are necessary to support the structure and construction of external part of the schedule Flat.
- n) Right of access and common user with the other co/occupants of the said apartment/buildings for the purpose of egress and ingress to the schedule Flat.
- o) Right of access and common electrical installations and drainage and sewerage system as shall be essential for repairing any blockage of the drain in the schedule Flat and water supply system and electric lighting in the common areas mentioned above.
- p) Any other portion of the land or buildings that shall be subsequently notified and specified as being common area by the body or authority entrusted with the maintenance and upkeep of the said apartment / buildings.

FOURTH SCHEDULE ABOVE REFERRED TO

(Rights, Easements, quasi – easements reserved unto the Promoter)

The under mentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted out of the sale and be reserved unto the vendor but shall be transferred to the Association.

1. The right in common with the purchaser and/or other person or persons

entitled to the other Apartment and/or other parts of the Building for the use and enjoyment of other Apartment and/or the common portions respectively owned.

2. The right of passage in common with the purchaser and other person or persons as aforesaid, electricity, telephone and water from and to any part of the said Building through or over the said Apartment and/or the land and the Building as may be reasonably necessary for the beneficial use and occupation of the other Apartments or portions of the said land and building for all purpose whatsoever.
3. The right of protection of other portion or portions of the said building and all parts of the said Apartment so far as they now protect the same.
4. The right of the Promoter and/or occupiers of other part or parts of the said building for the purpose of ingress to and egress from such other part or parts of the said Building, the front entrance, the tube wells, transformers, staircases, lift, open and spaces and other common portions.
5. The right with or without workmen and necessary materials to enter upon from time to time the said Apartment for the purpose of repairing so far as may be necessary such pipes, drains and wires conduits and other common portion as aforesaid provided and for other area of the adjacent land of the promoter for extension of the project.

FIFTH SCHEDULE ABOVE REFERRED TO

1. The Purchaser/Allottee will be entitled to all rights privileges, vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment and the properties appurtenant thereto usually held, used, occupied or enjoyed or reputed to be known as part or parcel thereof or appertaining thereto which are herein more fully specified EXCEPTING AND RESERVING unto the vendor the rights, easements and quasi-easements privileges and appurtenances more fully described in Fourth Schedule hereto.

2. The rights of access and use in common with the Promoter and/or the occupiers of Apartment at the Building, their servants, agents and invitees at all times and for all normal purposes connected with the use and enjoyment of the said Apartment such as drains, wires and conduits and for the purpose of repairing or clearing any part or parts of the said Apartment and/or common parts in so far as such repairing, repainting or cleansing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emerging situation upon giving 48 hours previous notice in writing of the purchaser's intention to do so written to the Association and other persons affected thereby.
3. The Allottee may at the sole discretion of the Promoter be allowed to use and enjoy the facility and/or privilege to park car in the open or covered car parking area (to be designated as the car park area by the Promoter) at the said Premises and if allotted by the Promotor in writing and not otherwise.

SIXTH SCHEDULE ABOVE REFERRED TO
(RESTRICTIONS/ HOUSE RULES)

In connection with the use and enjoyment of the said Apartment the purchaser shall be obliged:

- a) Not to throw any rubbish or store any offensive, dangerous combustible goods in the common parts or in the Apartment;
- b) Not to carry on any obnoxious, injurious, noisy, offensive, illegal or immoral activity in the said Apartment;
- c) Not to cause any nuisance or annoyance to the co-owners and/or occupiers of other portions of the said Building;
- d) To use or allow the use of the said Apartment for quiet and decent purposes;

- e) Not to use or permit the same to be used for any guest house, boarding and lodging house, restaurant, nursing home, meeting place, club, manufacturing or processing work, hobby center;
- f) Not to raise any object in the event the promoter exercises its right to erect one or more floor or floors or other structures in or upon the roof the said building.
- g) Not to store or permit to be stored any materials in the common portions, lobbies, stair cases and other parts of the said building;
- h) Not to undergo any structural changes of the said Apartment in any manner which causes any damage to the structural stability of the building, in terms of load bearing capacity pursuant to such changes if any however under all circumstances with necessary permission from the competent Authority;
- i) Not to park or permit to park any car or vehicle in the common passages or driveways, without written permission of the Vendor;
- j) Not to decorate or paint or otherwise alter the exterior of the said Apartment and/or common parts of the said building in any manner save in accordance with the general scheme thereof as permitted in writing by the Vendor or the Association;
- k) Not to hang or display any clothes or articles in the veranda/balcony or in the windows or in such manner as may be visible from outside;
- l) Not to do anything whereby the other co-owners are obstructed in or prevented from enjoying quietly and exclusively of their respective Apartments and parking spaces and jointly of the common parts;
- m) Not to claim any right in any part of the Building or the land save as be necessary for ingress and egress of men, materials, utility, pipe, cables and lines to the said Apartment and in particular not to claim any right to any parking space or terrace or any other space or place save as has been expressly granted;

n) Not to obstruct in any manner in making other constructions or transferring any right in or on the land or building or other spaces or parking spaces or new constructions therein;

o) Not to display or affix any neon sign or sign board on any outer walls of the Building or the said Apartment or in common parts save to the extent and at places specified from time to time;

p) Not to claim any partition or sub-division of the land or the common parts and not to partition the Apartment by metes and bounds except with the permission in writing of the Vendor;

q) Not to claim any right over the roof/terrace and/or parking spaces and over and in respect of other open spaces not being transferred to the purchaser and the vendor shall have the full and absolute right to deal with and/or to transfer the same, without any objection from the purchaser or any person claiming through them;

r) To keep the said Apartment in a good state of repairs and conditions and to carry out necessary repairs or replacements as and when required;

s) To observe such other rules and regulations as may be necessary or be made applicable for the use of the Apartment or for the common parts or portions by the vendor and/or by the Association.

t) Not to cause any noise, or air or sound pollution or any other kind of mischief.

IN WITNESS WHEREOF THE PARTIES HERETO SETS SEALED AND
SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE DAY, MONTH AND
THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED IN PRESENCE OF
WITNESSESS: -

1.

constituted attorney of OWNER

VENDOR

2.

PURCHASER

SIGNATURE OF DEVELOPER

Drafted by :

Advocate
High Court, Calcutta
Enrl. No.

MEMO OF CONSIDERATION

R E C E I V E D by the Vendor/Promoter from the Purchaser the following sum of money from time to time in terms of the Agreement for Sale along with full and final Consideration of payment as agreed between the parties.

<u>Cheque Nos.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
<u>TOTAL</u>			

(Rupees _____) only

Signature of
DEVELOPER/PROMOTER