

CONVEYANCE

1. Date: /03/2025

2. Place: KOLKATA

3. Parties:

ARYAN
Hem Chatterjee
Proprietor

.....,hereinafter called and referred to as the **VENDORS/OWNERS** (which terms or expression shall unless excluded by or repugnant to the context thereof shall to mean and include its successors or successors-in-office/interest and/or assigns) of the **FIRST PART**;

AND

M/S ARYAN, a proprietorship firm having its registered office at C/47, Survey Park, Santoshpur, P.O. Santoshpur, P.S. Survey Park, Kolkata, West Bengal, India, Pin - 700075 represented by its proprietor **MR. ATANU CHATTERJEE, [PAN: AHOPD6541L]** son of Late Dipankar Deogharia by faith – Hindu, by Occupation – Business, residing at Narayani Apartment, 4th Floor, 809, Madurah, P.S. Anandapur, District – South 24 Parganas, Kolkata, West Bengal, India, Pin – 700 107 hereinafter referred to as “**THE DEVELOPER/PROMOTER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **SECOND PART**;

AND

.....hereinafter jointly referred to and called as “**BUYERS/PURCHASERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**

Owners, Promoter/Developer and Buyer/s are hereinafter individually referred to as such or as Party and Collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- a. **Said Bungalow:** The ground plus one (G+1) storied, Residential Bungalow No. and Unit No, having Total Carpet Area of Square Feet, more or less and Total Built up Area of

..... Square Feet, more or less, comprised in in under **R.S. Khatian** **New L.R. Khatian No.-**....., being more particularly described in Schedule B below and the layout of the bungalow is delineated in red colour on the Plan annexed hereto (“Said Bungalow”).

The Said Bungalow is a part of of the Real Estate Project (defined in Clause 5.b below) registered under the provisions of the then West Bengal Real Estate Regulation Act, 2016 (Act), read with the West Bengal Real Estate Regulation Rules (Rules) and under registration No..... and the Real Estate Project is constructed on land measuring as shown in Red colour boundary line on the Plan annexed and more particularly described in Schedule A below (Project Property). The Real Estate Project has been developed as a phase (Phase I) of the Whole Project named (Said Complex)

- b. **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in Schedule C below (Common Areas).
- c. **Land Share:** Undivided and impartible share in the land underneath the Said Bungalow (Land Share).

5. Background

Ownership of Project Property: The Vendor Nos. 1 to 4 are the joint owners of land measuring an area of (“**Project Property**”). The Project Property which is more particularly described in Schedule A below and is delineated by Red color boundary line on the plan annexed hereto. The owners have purchased the Said Property *vide* separate Deeds of Sale

- a. **Development Agreement:** For the purposes of developing the Real Estate Project [defined in Clause 5(I) below] on the Project Property (defined in Clause 5(a) above), the Owners and the Promoter have entered into a Development Agreement & Development Power of Attorney dated

..... (**“Development Agreement & Development Power of Attorney”**). In terms of the Development Agreement, the Promoter/Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of the bungalows, parking spaces and other saleable spaces in the Project Property and to appropriate the entire consideration therefore.

- b. **Real Estate Project:** The Project Property is earmarked for the purpose of building a residential project inter-alia consisting of bungalows, villas, row houses and/or any other permissible developments in the Said Complex and the said project shall be known as
- c. **Sanction of Plans:** The Promoter has applied to the for commencement certificate to develop the project and the same has been approved vide approval dated herein permit no.
- d. **Announcement of Sale:** The Developer formulated a scheme and announced sale of bungalows to prospective purchasers.
- e. **Application and Allotment to Buyer:** The Buyer, intending to be a Purchaser(s)/Buyer(s), upon full satisfaction of the Owners’ title and the Developer’s authority to sell, applied for purchase of the Said Bungalow And Appurtenances and the Developer has allotted the same to the Buyer, who in due course entered into an registered agreement for sale (without possession) dated _____ registered in the office of Additional District Sub - Registrar at _____ recorded in Book No. __, Volume No. _____ at pages from _____ being Deed No. _____ for the year _____ (**Said Agreement**) for purchase of the Said Bungalow and Appurtenances, on the terms and conditions contained therein.
- f. **Construction of Said Bungalow:** The Developer has completed construction of the Said Bungalow and already has received the Completion Certificate from the concerned authority being Completion Certificate and the Promoter has measured the final Carpet Area of the said Bungalow and communicated to the Purchaser and Purchaser herein has agreed and accepted the same.

- g. **Conveyance to Buyer:** In furtherance of the above, the Owners and the Promoter/Developer are completing the Conveyance of the Said Bungalow And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- h. **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- I. **Real Estate Project:** Residential Bungalows in constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is constructed developed upon a portion of the Larger Property which constitutes all the Phases of the complex named as
- II. **Whole Project:** The Promoter/Developer is undertaking the development of the whole complex namely in a phase-wise manner in the Larger Property containing several other dags in
- III. **Other Residential Component:** Apart from the Real Estate Project, the Promoter/Developer proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (**Other Residential Component**) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.
- IV. **Limited Areas and Facilities:** The Buyer(s) agrees that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to bungalows in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Buyer(s) of such bungalows and to the exclusion of other Buyer(s) in the Real Estate Project (**Limited Areas And Facilities**). The Buyer(s) agrees to use only the Limited Areas and Facilities (if any) specifically identified for the Buyer in the Said Bungalow and Appurtenances and as more particularly described in **Schedule B** hereunder written. The Buyer(s) agrees

to not use the Limited Areas and Facilities identified for other buyer(s) nor shall the Buyer(s) has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Buyer(s) and/or the usage thereof.

V. Common Areas: The Common Areas in the Real Estate Project that may be usable by the Buyer(s) and other Buyer(s) on a non-exclusive basis are listed in Schedule C hereunder written.

i. **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer(s) and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

j. **Rights Confined to Said Bungalow And Appurtenances:** The undertaking of the Buyer(s) to the Owners and the Promoter/Developer that the right, title and interest of the Buyer(s) is confined only to the Said Bungalow And Appurtenances and the Promoter/Developer is entitled to deal with and dispose of all other portions of the Project Property/Larger Property and the Said Phase to third parties at the sole discretion of the Promoter/Developer, which the Buyer(s) hereby accepts and to which the Buyer(s), under no circumstances, shall be entitled to raise any objection.

6. Transfer

a. **Hereby Made:** The Owners and the Developer hereby sell, convey and transfer to and unto the Buyer(s), absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Bungalow And Appurtenances, described in **Schedule B** below, being:

- b. **Said Bungalow:** The ground plus one (G+1) storied, Residential Bungalow No. and Unit No, having Total Carpet Area of Square Feet, more or less and Total Built up Area of Square Feet, more or less, comprised in in **R.S. & L.R. Dag No.**under **R.S. Khatian-_____**&**New L.R. Khatian No. _____**,being more particularly described in Schedule B below and the layout of the bungalow is delineated in red colour on the Plan annexed hereto ("Said Bungalow")
- c. **Land Share:** The Land Share, being undivided and impartible share in the land underneath the Said Bungalow;
- d. **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in Schedule C below.

7. Consideration and Payment

The aforesaid conveyance of the Said Bungalow And Appurtenances is being made by the Owners and the Promoter/Developer in consideration of a sum of **Rs.** including G.S.T along with other charges in various heads paid by the Buyer(s) to the Owners (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

8. Terms of Transfer

- a. **Title, Sanctioned Plans and Construction:** The Buyer(s) has examined or caused to be examined the following and the Buyer 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 waive the right, if any, to do so:
 - i. The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property,

the Said Phase and the Said Bungalow And Appurtenances;

ii. The sanctioned plans sanctioned by the

iii. The construction and completion of the Said Phase, the Common Areas, the Said Bungalow and including the quality, specifications, materials, workmanship and structural stability thereof.

a. **Measurement:** The Buyer has measured the area of the Said Bungalow and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

b. **Salient Terms:** The transfer of the Said Bungalow And Appurtenances being affected by this Conveyance is:

i. **Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.

ii. **Absolute:** absolute, irreversible and in perpetuity.

iii. **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

iv. **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the Schedule C below, in common with the other co-owners of the whole complex/said phase.

c. **Subject to:** The sale of the Said Bungalow And Appurtenances being affected by this Conveyance is subject to:

i. **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Panchayat Tax, surcharge, levies, cess, settlement

taxes/khajna etc. (collectively **Rates & Taxes**), as be assessed for the Said Bungalow And Appurtenances.

- ii. **Payment of Maintenance Charge:** the Buyer regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule E** below (collectively **Common Expenses/Maintenance Charge**). In addition to the aforesaid Common Expenses/Maintenance Charges, the Buyer shall solely be responsible for the upkeep and maintenance of the Front yard (including the parking area), Backyard and the roof of the Said Bungalow and the overhead tank, and shall bear and pay all costs and expenses in connection therewith.
- iii. **Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule D** below.
- iv. **Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer.

9. Possession

- a. **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Bungalow and Appurtenances has been handed over by the Promoter/Developer to the Buyer(s) herein, which the Buyer(s) admits, acknowledges and accepts.
- b. **TO HAVE AND HOLD:** The purchaser/s and/or Buyer/s shall be entitled **TO HAVE AND TO HOLD** the said Bungalow hereby, Sold, conveyed, transferred, assured or expressed or intended

so to be with all rights and appurtenances belonging thereto unto and to the use of the Buyer/s absolutely and forever in the manner not inconsistent with its rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit of the buyer/s.

10. Outgoings

- a. Payment of Outgoings:** All panchayat and settlement taxes on the Said Bungalow And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Bungalow And Appurtenances to the Buyer (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Bungalow And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

11. Holding Possession

- a. Buyer Entitled:** The Owners and the Promoter/Developer hereby covenant that the Buyer/s shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Bungalow 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 Buyer/s, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

12. Defect Liability:

- a.** The Promoter/Developer shall rectify all reasonable construction related defects in the Said Bungalow, if any, brought to the notice of the Promoter/Developer, at its own cost

and effort, within two calendar year from the date of completion certificate, issued by the

- b. It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Real Estate Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Buyer is/are aware that the Said Bungalow is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Bungalow at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard. The Purchaser agrees that before any liability of defect is claimed by or on behalf of the Purchaser it shall be necessary to appoint an expert/ surveyor to be nominated by the Architect of the Project, who shall survey and assess the same and then submit a report to the Promoter/owner stating the defects in material used in the structure of the Bungalow and/or workmanship executed.
- c. It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipment's (e) accident and (f) negligent use.

13. General

- a. **Conclusion of Contract:** The Parties have concluded the contract of Conveyance in respect of the Said Bungalow 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.

b. **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

c. **Dispute Resolution:-** Any dispute or difference between the parties hereto arising out of and/or connected with the said Unit and appurtenances and/or this Deed or any term or condition herein contained and/or relating to interpretation thereof, shall be settled amicably by mutual discussions. In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either party, the same shall be settled through Arbitrator as per Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators proposed by Developer. In case the Purchaser delays/neglects/refuses to select one of the names from the suggested names within 15 days of intimation, it shall be deemed that the first such named arbitrator so proposed by the developer is acceptable to both the parties as the sole arbitrator so proposed by the developer is acceptable to both the parties as sole arbitrator, whose appointment shall be final and binding on the parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in English language at an appropriate location in Kolkata.

SCHEDULE 'A'

(Project Property)

ALL THAT piece and parcel of land containing an area of **320.36 (Three Hundred Twenty point Three Six)Decimals**, more or less, situated at Mouza- Langalberia out of which **1)4.81 Decimals**, more or less, is comprised in R.S. & L.R. Dag No. **769** under L.R. Khatian Nos. 1469,**2)5.49Decimals** is comprised in R.S. & L.R. Dag No. **774** under L.R. Khatian Nos. 504, **3)18Decimals** comprised in R.S. & L.R. Dag No. **781** under L.R. Khatian Nos. 1303,**4)4Decimals** comprised in R.S. & L.R. Dag No. **781** under L.R. Khatian Nos. 321,**5)8.5Decimals** comprised in R.S. & L.R. Dag No. **782** under L.R. Khatian Nos. 1336, **6)38.28 Decimals** is comprised in R.S. & L.R. Dag No. **784** under L.R. Khatian Nos. 1303,**7)25 Decimals** is comprised in R.S. & L.R. Dag No. **784/964** under L.R. Khatian Nos. 1303,**8)9.98Decimals** comprised in R.S. & L.R. Dag No. **785** under L.R. Khatian Nos. 504, **9)2.63Decimals** comprised in R.S. & L.R. Dag No. **786** under L.R. Khatian Nos. 504, **10)4.81Decimals** comprised in R.S. & L.R. Dag No. **788** under L.R. Khatian Nos. 1468, **11)35.94 Decimals** comprised in R.S. & L.R. Dag No. **788** under L.R. Khatian No. 570**12)2.29Decimals** comprised in R.S. & L.R. Dag No. **788** under L.R. Khatian Nos. 1304, **13)20Decimals** comprised in R.S. & L.R. Dag No. **789** under L.R. Khatian Nos. 1303,**14)7Decimals** comprised in R.S. & L.R. Dag No. **791** under L.R. Khatian Nos. 47,**15)2.39Decimals** comprised in R.S. & L.R. Dag No. **803** under L.R. Khatian Nos. 1304, **16)27.04Decimals** comprised in R.S. & L.R. Dag No. **803** under L.R. Khatian Nos. 1310, **17)33.22Decimals** comprised in R.S. & L.R. Dag No. **804** under L.R. Khatian Nos. 1354, **18)6.99Decimals** comprised in R.S. & L.R. Dag No. **804** under L.R. Khatian Nos. 1292,**19)2.29Decimals** comprised in R.S. & L.R. Dag No. **804** under L.R. Khatian Nos. 1304, **20)15Decimals** comprised in R.S. & L.R. Dag No. **805** under L.R. Khatian Nos. 55,**21)2Decimals** comprised in R.S. & L.R. Dag No. **808** under L.R. Khatian Nos. 20, **22)4Decimals** comprised in R.S. & L.R. Dag No. **808/903** under L.R. Khatian Nos. 55,**23)2.75Decimals** comprised in R.S. & L.R. Dag No. **808/904** under L.R. Khatian Nos. 1306, **24)6.83Decimals** comprised in R.S. & L.R. Dag No. **809** under L.R. Khatian Nos. 20, **25)5.12Decimals** comprised in R.S. & L.R. Dag No. **831** under L.R. Khatian Nos. 55, **26)26Decimals** comprised in

R.S. & L.R. Dag No. **859** under L.R. Khatian Nos. 1303, situated in J.L. No. 88, Police Station Sonarpur, within the limits of Langalberia-- Gram Panchayat area, Kolkata, West Bengal, Pin - 700145 and butted and bounded as follows:

On the North:

On the South:

On the East:

On the West:

SCHEDULE-B
(COMPLETED UNIT)

ALL THAT the **G+1** Bungalow, being situated inunder **R.S. Khatian-**.....&**New L.R. Khatian No.**, being Sanction No. and Unit No. containing more or less a Total Carpet Area of and a Total Built Up Area of more or less on land area ofand having built up area of on the Ground Floor, on the First Floor and on the Stair Head in the Building Complex namely at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in “RED”

SCHEDULE “C”

(Common Areas of the Real Estate Project)

- A. Entire Project Land other than the land of the several plots sold to the different allottees of the Project.
- B. Smart Security System:
 - 1. 24x7 security post with gate house
 - 2. Boom barrier installed on the main gate
 - 3. 24 x 7 CCTV surveillance at main entrance and Common Areas only at Strategic Points

C. Other Facilities:

1. Junction pavilion
2. Seating areas
3. Walkway
4. Sewarage Treatment Plant
5. Firefighting system
6. Central garbage collection system
7. 24 x 7 power back up in common areas
8. Water treatment plant
10. 24x 7 water supply
11. Facility management service

SCHEDULE "D"

(Covenants)

The Purchaser hereby agrees, undertakes and covenants to:

- a) permit the Promoter/owner, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Bungalow for the Common Purposes of the Project;
- b) deposit the amounts for various purposes as may be required by the Promoter/owner / Maintenance Agency or the Association;
- c) in particular and without prejudice to the generality of the foregoing provision not to make any form of alteration in or cut or damage the beams, slabs and columns passing through the said Bungalow or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- d) sign and deliver to the Promoter/owner all papers, applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Bungalow from the respective service provider in the name of the Purchaser and until the same is obtained, the Promoter/owner may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser at: his

cost upon installation of electricity sub-meter in or for the said Bungalow and the Purchaser shall pay all charges for electricity consumption on the basis of reading of such sub-meter and as billed by the Promoter/owner;

- e) Bear and pay the Common Expenses and other outgoings in respect of the said Project proportionately, and the said Bungalow wholly.
- f) Pay for gas, (if any) generator, integrated communication facilities, cable TV, Internet and other utilities consumed in or relating to the said Bungalow;
- g) allow the other allottees the right of easements and/or quasi-easements;
- h) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Panchayat Taxes or any other taxes as applicable and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- i) observe and comply with such other covenants as be deemed reasonable by the Promoter/owner for the Common Purposes;
- j) not to use the said Bungalow or permit the same to be used for any purpose other than a private dwelling place of families;
- k) not to do or suffer any thing to be done in or about for the said Bungalow which may cause or tend to cause or tantamount to cause any damage to the floors or ceiling of the said Bungalow or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- l) Not to demolish or cause to be demolished the said Bungalow or any part thereof at any time or any of the fittings and fixtures thereof;
- m) Not to make in the said Bungalow any structural alterations of a permanent nature.
- n) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Bungalow;
- o) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Bungalow or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the said Bungalow;
- p) not to put any nameplate or letter box or neon-sign or board in the Project Common Areas or on the outside wall of the Bungalow save at the place as be approved or provided by the Promoter/owner 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 Bungalow;

- q) not to open 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 Bungalow or any portion thereof;
- r) not to install or fix, dish antennas or other apparatus on the exterior walls of the Bungalow, save at places specified / fixed and in a manner as indicated by the Promoter/owner;
- s) not to do or permit to be done any act, deed or thing which may render void or voidable any policy of Insurance of the said Bungalow or any part of the said Project or may cause any increase in the premium payable in respect thereof;
- t) not to decorate the exterior of the said Bungalow otherwise than in the manner agreed by the Promoter/owner/ Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- u) not to store or permit any one to store any goods or things and neither to deposit or permit to be deposited any garbage, dirt, rubbish or refuse or waste in or around the common passages or in any other common areas or installations;
- v) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other bungalows;
- w) not to partition the said Bungalow by metes and bounds;
- x) not to shift or obstruct any windows or lights in the said Bungalow;
- y) 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 Bungalow without the prior consent in writing of the Promoter/owner and/or the Association;
- z) 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 Purchaser,(Said Parking Space) if any, mentioned in the **SECOND SCHEDULE** hereto; and
- za) not to let out or part with possession of the said Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Bungalow and to use the same only for the purpose of parking of a such motor cars or two-wheelers, as the case may be.

zb) not to park any car or two-wheeler in the Project Land if the Purchaser has not acquired any Parking Space therein, and to park only one car or two-wheeler in one Parking Space and not more than one, even if there be space for more than one in the Parking Space.

Zc) The purchaser shall not raise or put up any temporary or permanent construction, grilled wall or enclosure thereon or part thereof and shall keep it always accessible. Dwelling or staying of any person or blocking by putting any articles will not be permitted in the Car parking space.

Zd) No pets (such as birds, dogs, cats, any other animal etc.) shall be kept or harboured in the common areas by the purchaser. In no event shall dogs and other pets be permitted in other areas of the project unless accompanied.

SCHEDULE “E” (Common Expenses)

- 1. Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- 2. Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
- 3. Association:** Establishment and all other capital and operational expenses of the Association of Buyers.
- 4. Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any bungalows) walls of the Said Block] and the road network, STP etc.
- 5. Operational:** All expenses for running and operating all machinery, equipment's and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump

and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

- 6. Rates and Taxes:** Panchayat Tax, surcharge, Water Tax, Settlement Taxes or Khajnas and other levies in respect of the Said Block and the Said Complex save those separately assessed on the Buyer
- 7. Staff:** The salaries of and all other expenses of staff to be employed for the common purposes viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- 8. Fire Fighting:** Cost of operating and maintaining the firefighting equipment's and personnel, if any.
- 9. RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 10. OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter/owner and/or the Association for the Common Purposes.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PURCHASERS: (including joint buyers)**

(1) Signature _____
Name _____
Address _____

Please Affix
Photographs and
Sign across the
photograph

(2) Signature _____
Name _____
Address _____

Please Affix
Photographs and
Sign across the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:**

Signature _____
Name _____
Address _____

Please Affix
Photographs and
Sign across the
photograph

Owner:

Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____

MEMO OF CONSIDERATION:

RECEIVED of and from within named Purchaser the within-mentioned sum of **Rs.**/ - (**Rupees Only**) without GST being the full consideration money as per Memo below:-

MEMO

Sl NO.	Cheque No.	Date	Branch	Amount (Rs.)
1				
2				
3				
4				
5				
6				
7				
8				
Total (.....)				Rs./-

WITNESSES:

1.


ARYAN Chatterjee
Proprietor

2.

**Signature of the
PROMOTER/OWNER**

Drafted by me:-

Advocate