

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the _____ day of _____ 2025

BETWEEN

....., **PAN**, **AADHAAR NO.**, son/wife of, by occupation ., both by Nationality – Indian, by faith, residing at, hereinafter referred to as the **‘PURCHASER(S)’** (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and /or successors) of the **FIRST PART;**

AND

M/S BELA INFRASTRUCTURE PRIVATE LIMITED, PAN – AAECB4401H, a company incorporated under the relevant provisions of the Companies Act, 1956, as amended, having its registered office at 90/1, Prince Golam Hussain Shah Road, P.O. – Golf Green, P.S. – Jadavpur, Kolkata - 700095, represented by its authorised Signatory, **SRI PRASANTA KUMAR BHAKTA, PAN - BKMPB6123N, AADHAAR NO. - 9079 8620 9568**, son of Ram Chandra Bhakta, by Nationality - Indian, by faith – Hindu, by occupation – Business, residing at C/17, No. 2 Poddar Nagar, P.O. and P.S. Jadavpur, Kolkata – 700 032, hereinafter referred to as the **‘LAND OWNER/VENDOR/DEVELOPER’ PAN BKMPB6123N AADHAAR No. - 9079 8620 9568** (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/its heirs, executors, administrators, legal representatives and/or assigns or Nominee, successors and successor-in-office) of the **SECOND PART;**

The Promoter is the absolute and lawful owner of totally admeasuring about **5.68** acres more or less in Mouza - Dakshin Dhupjhora, J.L. No. 28, L.R. Khatian No. 1498, P.S. Matiali, Batabari, Gram Panchayet - II, within the office of the ADSR - Mal, District - Jalpaiguri, Pargana- North Moynaguri, Pin - 735206, vide Sale Deed(s):

- (i) Registered Deed of Conveyance, executed and registered on 7th October 2021, for 167 decimals more or less land which was duly recorded in the Book No. I, Volume No. 0710-2021, Page from 23483 to 23525, Being No.071001029 for the year 2021, before the office of ADSR, Mal Bazar.

- (ii) Registered Deed of Conveyance executed on 13th December, 2021 and registered on 14th December, 2021 for **23 decimals** more or less land which was registered, in Book No. I, Volume No. 0710-2021, Page from 31725 to 31755, Being No. 071001364 for the year 2021 before the office of ADSR Mal, District – Jalpaiguri.
- (iii) Registered Deed of Conveyance, executed on 14th December, 2021 and registered on 15th December, 2021 for **177 decimals** land which was recorded in Book No. I, Volume No. 0710-2021 Page from 31697 to 31724, Being No. 071001371 for the year 2021 before the office of ADSR Mal, District – Jalpaiguri.
- (iv) Registered Deed of Conveyance, executed on 12th April, 2022 and registered on 13th May, 2022 for **201 decimals** land which was recorded in Book No. I, Volume No. 0710-2022 Page from 14106 to 14125, Being No. 071000698 for the year 2022 before the office of ADSR Mal, District – Jalpaiguri.

The Promoter has taken possession of the said land and became the absolute owner of the said land, has mutated his name in Record of Rights with the Office of the B.L. & L.R.O. and started paying the required revenues, taxes, cess etc. to the relevant authority and/or authorities in accordance with law;

AND WHEREAS after that the present Land Owner/Vendor/Developer also have taken all necessary steps to convert the above referred property from the recorded classification - Dahala and accordingly the said property was converted to **Bastub** by the order of the concerned authority dated _____.

The Promoter is in the khas possession of the property and is enjoying the said property free from all encumbrances and/or hindrances from any corner and are well and sufficiently entitled to convey the property as whole or any part or portion thereof;

Being the absolute owner of the said properties, the Promoter has further taken necessary steps for mutation of the said properties in the office of the Batabari Gram Panchayat - II and started paying statutory dues in accordance with law;

That the total land from the above mentioned deeds are measured as **5.68 acres** more or less more fully and more particularly mentioned as Schedule A hereunder and a Boundary Declaration dated ----- was notarized before the Notary Public to demarcate the said 5.68 acres of land more or less for the said Project.

AND WHEREAS the Vendor herein who is a Promoter/Developer of good reputation has decided to develop the herein below mentioned Schedule A property and in phase by phase manner and with the help of engineers, architects and other

technical persons has demarcated the said property into multiple plots and has prepared the layout plan specifications and approved from the concerned authorities

AND WHEREAS The Promoter has registered the Real Estate Project under the provision of the Act with The Real Estate (Regulation and Development) Act, 2016 under West Bengal Real Estate Regulatory Authority (WBREERA) at Kolkata on ----- under Registration No. -----.

AND WHEREAS The Batabari Gram Panchayat II has granted the commencement certificate to develop the Project vide approval dated ----- bearing Registration No. on the total land for construction from Bungalow no. 1 to 157 in the project, BonBungalow Dooars. Further as per delivery schedule said Bungalows will be constructed in phase by phase manner.

AND WHEREAS on or about 07th March 2025 a Boundary Declaration was notarized before the Notary Public in Kolkata wherein an area of 209.17 dcm. has been earmarked for BONBUNGALOW DOOARS Phase – I.

AND WHEREAS the Developer/Vendor have decided to name the project as **“BONBUNGALOW DOOARS PHASE – I”** and duly intimated the competent authority about the commencement of the construction of the project by its letter dated

AND WHEREAS the Developer/Vendor has prepared the layout plan and obtained sanctioned plan, specification and approvals from the competent authority which is presently for development of Phase I within the whole project admeasuring about 5.68 Acres more or less. The Developer/Vendor agrees and undertakes that it shall not make any changes to the approved plan except with strict compliance with The Real Estate (Regulation and Development) Act, 2016 under West Bengal Real Estate Regulatory Authority (WBREERA).

AND WHEREAS The Purchaser(s) herein, being desirous of owning **ALL THAT** piece and parcel of one residential, Bungalow No. _____ comprised of two floors consisting of ____ bed rooms, _____ dining cum drawing space, _____ kitchen, _____ bathrooms, _____ verandah having a total Super built- up area of _____ Sq. ft., Carpet Area of _____ Sq. Ft. more or less on _____ Cottah _____ Chitak _____ Sq. ft. of land approximately more fully and more particularly described in the Schedule “B” written hereunder constructed on the Schedule-A mentioned property and with proportionate share of land and all fittings and fixtures and all rights in all common services, passages and common facilities of the Schedule A property together with easement rights offered to the First Party and the other Party has accepted the proposal of the same and both have entered into an **Agreement for Sale duly executed and duly registered before the Competent Authority dated and being no. for**

the year on basis of the terms and conditions as are already mutually agreed upon.

AND FURTHER:-

- a) **‘DEVELOPER/VENDOR/OWNER’** shall mean **M/S BELA INFRASTRUCTUE PRIVATE LIMITED**, a company incorporated under the relevant provisions of Companies Act, 1956, as amended, having its registered office at 90/1, Prince Golam Hussain Shah Road, Police Station- Jadavpur, P.O. Golfgreen, Kolkata-700 095, District- South 24- Parganas.
- b) **‘THE LAND AND THE PROPERTY’** shall mean the land and property measuring about totaling to 4.818 Acres with common areas, fully described in the Schedule “A” hereunder written excluding the area of the club property.
- c) **‘THE BUNGALOW’** shall mean the Bungalow(s) in the building including all fittings and fixtures therein and/or thereto attached as it is/are hereby agreed to construct by the Vendor/Developer herein for purchaser and fully described in the Schedule ‘B’ hereunder written and in accordance with the sanctioned plan dated _____ followed by revised sanctioned plan dated _____.
- d) **‘THE CARPET AREA OF BUNGALOW AS PER THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 UNDERWEST BENGAL REAL ESTATE REGULATORY AUTHORITY (WBRERA)’** shall mean wall to wall inside measurement of the Bungalow including the measurement of internal wall also but without the area of the Verandah as per the West Bengal Housing Industry Regulatory Act, 2017.
- e) **‘THE BUILTUP AREA OF BUNGALOW’** shall mean outside wall to outside wall of the Bungalow.
- f) **‘THE SALEABLE AREA OF BUNGALOW’** shall mean built up area + verandah + open terrace along with land area mentioned in the Plan.
- g) **‘THE COMMON AREAS’** shall mean the area excluding the land area allotted for each Bungalow exclusively as per the Sanctioned Plan.
- h) **‘THE COMMON PORTIONS’** shall mean the common portion fully described in the Schedule ‘C’ herein below.
- i) **‘THE COMMON EXPENSES’** shall mean the expenses incurred for the common purposes as described in the schedule ‘D’ herein below.

- j) **‘THE CO-OWNERS’** shall mean all persons agreeing to own Bungalow other than the one of the purchaser/s herein and including the owners in respect of unacquired Bungalows.
- k) **‘CAR PARKING’** shall mean open car parking space specifically designated in the ground level of the Complex for the purpose of parking of cars and/or two wheelers and the remaining area shall absolutely vest and/or belong to the Seller together with the right to sell, transfer and/or grant use thereof to any person and/or persons as the Seller in its absolute discretion may deem fit and proper.
- l) **‘THE PLAN’** shall mean the plan sanctioned by the Competent Authority dated
- m) **‘THE COMMON PURPOSES’** shall mean and include the purpose of upkeep, management, maintenance, administration and purposes of regulation actual rights and beneficial use, occupation and enjoyment of the co-owners shall have/has common interest relating to the land and building.
- n) **"PRIVATE AREA"** shall mean the private garden area or ground floor area in front or back of or adjacent to or appurtenant to certain Bungalows/Bungalows in the Project which the Land Owner/Vendor/Developer has the right to demarcate and allot to specific owners for their exclusive ownership, use and enjoyment subject to some restrictions;
- o) **"UNDIVIDED INTEREST"** shall mean the undivided, proportionate, indivisible and impartible share in the Land comprised in the Common Areas of the Project;
- p) **‘ADVOCATE’** shall mean the advocate/advocates appointed by only the developer for all purposes.
- q) **‘ACT’** means The Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- r) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021. made under The Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- s) **“Authority”** means the Authority made under the West Bengal Real Estate Regulatory Authority (WBREERA);

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid **registered Agreement for Sale dated** ----- and in consideration at or for a total sum of of Rs.-----/- (Rupees -----) only including GST amount of Rs.-----/- (Rupees -----) only, Rs. -----/- (Rupees -----) only, on Extra Schedule charges, Rs. -----/- (Rupees ----- ---) only on Legal Charges and Rs. -----/- (Rupees -----) only on Corpus Fund towards All that the one residential Bungalow No. _____ of two floors consisting of ____ bed rooms, _____ dining cum drawing space, _____ kitchen, _____ bathrooms, _____ verandah having a total Super built- up area of _____ Sq. ft., Carpet Area of _____ Sq. Ft. more or less on approximately ____ Cottah _____ Chitak _____ Sq. ft. of land more fully and more particularly mentioned in Schedule B written hereunder together with undivided interest and common user right in the Schedule "A" property well and sufficiently paid by the Purchaser(s) herein on or before the execution of these presents the receipt whereof the Vendor/Developer doth hereby admits and acknowledges for the same and every part thereof and the Vendor/Developer doth hereby and forever **GRANT, SELL, TRANSFER, CONVEY, ASSIGN AND ASSURE UNTO OR IN FAVOUR OF PURCHASER** free from all sorts of encumbrances **ALL THAT** the schedule 'B' mentioned property lying and situated upon Schedule A property together with the proportionate variable share of land including right to use all common facilities and/or amenities in respect of the common parts and portions (mentioned in the Schedule "C" below) subject to payment of the common expenses (mentioned in Schedule "D" written below) and extra charges (mentioned in Schedule "E" written below) and subject to the common right on the common road between Phase - I (Bungalow No. 1 to 66), proposed Phase - II (Bungalow No. 67 to 157), and further Phases and or extension in form of Multistoried Buildings or Bungalows with/without open car parking space with the owner/owners of the land on the schedule "A" mentioned property **TOGETHER WITH** all the benefits of common and/or other rights particularly easements, quasi-easements, appendages, appurtenances including all rights, title and/or interest **WHATSOEVER** of the Vendor/Developer and as well hereby sold, transferred, conveyed unto the Purchaser(s) forever AND the Vendor/Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Bungalow and every part thereof unto the Purchaser(s) herein and hereby granted, sold, conveyed, transferred or expressed or intended so to be unto and to the use of the Purchaser(s) including his/her/their respective heirs, executors, administrators, legal representatives and assigns AND the Purchaser(s) herein shall and may at all times hereafter peaceably and quietly possess and enjoy the said Bungalow and every part thereof as its lawful owner(s) **AND TO HAVE AND TO HOLD** the same forever and receive the rents, issues and profits without lawful eviction, interruption, whatsoever from or by the Vendor/Developer or any person or persons lawfully or equitably claiming from or under in trust for him/them.

DISCLOSURES, DISCLAIMER CONFIRMATION AND ACKNOWLEDGEMENT

- i) At or before the execution of this Deed the Vendor has provided to the Purchaser all documents relating to Title of the land and the Purchaser has satisfied himself/herself/itself as to:

- ii)** The right title interest of the Vendor.
- iii)** Gone through the title deeds relating to the said Premises.
- iv)** Satisfied himself/herself/themselves/itself as to the legal ownership in respect of the said premises and acknowledges that the Vendor has a marketable title in respect thereof.
- v)** Has inspected the plan sanctioned by the authorities concerned.
- vi)** Acknowledges that the right of the Purchaser shall remain restrict to the said Bungalow and the Properties Appurtenant thereto and that the Purchaser shall have no right over and in respect of the other parts and portions of the Property.
- vii)** Acknowledges that the terms and conditions of this Deed are fair and reasonable.
- viii)** Has obtained independent legal advice and the Advocates so appointed by the Purchaser has also caused necessary searches/investigation of title to be made.
- ix)** Acknowledges that the said new buildings/Bungalows are going to be a very prestigious construction in the area of Dakshin Dhupjhora and as such the Purchasers agree to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- x)** The Purchaser has gone through all the terms and conditions set out in this Deed and has understood their respective obligations and rights detailed herein.
- xi)** The Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the project.
- xii)** The Purchaser has fully satisfied itself as to the carpet area comprised in the said Bungalow and the Vendor has delivered to the Purchaser copies of all title deeds including a copy of the plan sanctioned by Batabari Gram Panchayat II.
- xiii)** The Purchaser is fully satisfied as to the structural stability of the said new Bungalow.
- xiv)** The Purchaser is fully satisfied and content with the quality of materials used by the Promoter and has no objection to any materials used whatsoever and howsoever.
- xv)** The Purchaser is fully aware of the existence of the body which will look after the maintenance and upkeep of the Project either by the Promoter

and/or Facility Management Company and/or the Holding Organisation and consents, acknowledges and accepts the same and also pledges and agrees to pay timely maintenance charges.

I. THE VENDOR/DEVELOPER DECLARE AND COVENANTS as follows:

- 1) The Vendor/Developer will all time hereafter assist the Purchaser(s) at upon every reasonable request and at the cost of the Purchaser(s) made do execute acknowledge caused to be done executed acknowledge all such further acts deeds and things for further or more particularly assuring the title of the said Bungalow and undivided proportionate share of the land thereof.
- 2) The Vendor/Developer will render necessary help to the Purchaser(s) for bringing separate electric meter in their name(s) and to mutate name in respect of the Bungalow hereby transferred on the costs paid by the Purchaser(s).
- 3) The Developer/Vendor has absolute clear and marketable title with respect to the project property the requisite authority and rights to carry out the development on the property and absolute actual physical and legal possession of the property.
- 4) The Developer/Vendor has lawful rights and requisite consent approval, permissions from the competent authority to carry out the development work at the project.
- 5) There are no encumbrances upon the project property save and except those which are expressly declared in the website of the competent authority.
- 6) There are no litigation pending before any Court of Law or any authority save and except those which are expressly declared in the website of the competent authority.
- 7) All approval, licenses and permits issued by the competent authority in respect of the said Bungalow are valid and subsisting and have been obtained by following due process of Law. Further, the Developer/Vendor has been and shall at all time remains to be in compliance with all applicable laws in relation to the project property till the handing over the property to the Purchaser(s) and subsequently to the holding organization.
- 8) The Developer/Vendor has a right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Purchaser(s) created herein, may prejudicially be affected.
- 9) The Developer/Vendor has not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect

to the said Bungalow which will, in any manner, affect the rights of the Purchaser(s) under this agreement.

II. THE PURCHASER(S) FURTHER COVENANTS as follows:

1. The Purchaser(s) shall have undivided proportionate share in the common area of the project along with other occupants, maintenance staff, etc. without causing any inconvenience, hindrance, obstruction to any one of them. It is also clarified herein that the Developer/Vendor shall handover the common area of the property to the holding association of owners upon its formation and registration and after obtaining the completion certificate from the competent authority as per the guideline provide in the West Bengal Real Estate (Regulation and Development) Rules, 2021. made under The Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
2. The Purchaser(s) after the purchase will not create any obstruction to the Vendor/Developer to the construction of remaining portion of the Complex including any further construction in the adjacent land and will allow the Developer and its men, agents, architects, workmen and any other person at any time to carry necessary materials through the entrance and staircase to the roof or any other portion of the building and extension of the project on the same premises and on the land and/or to the adjoining lands, may be carried out by the Developer as such is the sole discretion of the developer/vendor.
3. The Purchaser(s) covenant with the Vendor/Developer, other lawful occupiers of other Bungalows that the Purchaser shall at all times hereafter pay all common area and/or expenses required for the maintenance of the Bungalow and Complex and its common portion and such payment will be made to the Developer/Maintenance Authority by the Purchaser within reasonable time as may be fixed by the Developer/Maintenance Authority from time to time without any abatement or deduction whatsoever and shall keep the Developer/Maintenance Authority and other lawful occupiers of the other Bungalow(s) indemnified against all such liabilities.
4. The Purchaser(s) will mainly use the said Bungalow for residential purpose only.
5. The Purchaser do hereby agree that the Flower garden will be maintained by the maintenance authority and the rear portion can be used for kitchen gardening if the Purchaser desires and such will be maintained by the Purchaser only at Purchaser's own cost and volition without creating any temporary or permanent demarcation of this area.
6. The Purchaser(s) do hereby undertake not to raise any claim against the Vendor/Developer regarding the construction of the said Bungalow.

7. The Purchaser(s) shall keep the said Bungalow hereby transferred always in good habitable and water tight condition.
8. The Purchaser(s) shall contribute and pay proportionate costs, expenses and out-goings regularly as mentioned in the Schedule "D" below.
9. So long the said Bungalow of the Purchaser(s) is not separately assessed by the competent authority, the Purchaser(s) shall pay proportionate rates and taxes in respect of the said Bungalow as well as the proportionate share of land.
10. The Purchaser(s) shall pay the requisite other payables, costs and deposits as mentioned in Schedule E herein below to the developer.
11. For installation of high voltage instruments/gadgets like, Air Conditioner/Geyser the purchaser hereto agree to comply with the rules of electricity Authority in respect of his/her/their respective individual meter and apply for extra load for such individual meter from WBSEDCL/the competent electricity authority, but in such case the purchaser shall comply with the relevant rules and regulations of M/s. Bela Infrastructure Private Limited.
12. The Purchaser(s) shall carry out the necessary internal repairs and incur all expenses, on its own, for the upkeep and maintenance of the Bungalow including open terrace/roof and verandah of the Purchaser(s) without causing any inconvenience to the other occupiers of the Bungalow in Complex. In case of any electrical job/work within the four walls of the Bungalows, the main electrical cable cannot be disturbed and in case of installation of Air Conditioner, the outer wall of the Bungalow cannot be changed and/or utilised.
13. The Purchaser(s) agrees to abide by all applicable laws, including local laws and directions and notifications of concerned statutory authorities and the terms and conditions contained herein as well as rules and regulations framed by M/s. Bela Infrastructure Private Limited.
14. **FURTHERMORE THE VENDOR/DEVELOPER AND THE PURCHASER/S DECLARE AND COVENANTS as follows:**
 - a) The Purchaser agrees undertakes and covenants to comply with and observe the Rules, Regulation and bye-laws relating to the Act including such rules and regulations as may be framed by the Promoter/FMC/Holding Organisation from time to time;
 - b) The Purchaser agrees undertakes and covenants to permit the Promoter, Maintenance Agency/FMC and Holding organisation and their respective men agents and workmen to enter into the Said Bungalow for the Common Purchases of the Project;

- c)** The Purchaser agrees undertakes and covenants to deposit the amounts for various purposes as may be required by the Promoter/FMC/Maintenance Agency of the Holding organisation;
- d)** The Purchaser agrees undertakes and covenants to use the Project Common Areas, Amenities and Facilities without causing any hindrance or obstruction to the other Purchaser(s) of the Said Phase or the Project and/or occupants of the Bungalows;
- e)** The Purchaser agrees undertakes and covenants to keep the Said Bungalow and party walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other Bungalow and/or in the Said Phase and/or in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other parts of the Project;
- f)** The Purchaser agrees undertakes and covenants to 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 Bungalow or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipeline or otherwise;
- g)** The Purchaser agrees undertakes and covenants to sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the Said Bungalow from the service provider in the name of the Purchaser(s) and until the same is obtained, the Promoter may provide or cause to be provided reasonable quantum of electricity sub-meter in or for the Said Bungalow and the Purchaser(s) shall pay all charges for electricity to be drawn by the Purchaser(s) at his cost upon installation of the electricity sub meter in/or for the said Bungalow and the Purchaser(s) shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter;
- h)** The Purchaser agrees undertakes and covenants to bear and pay the Common Expenses and other outgoing in respect of the Said Project proportionately, and the Said Bungalow wholly;
- i)** The Purchaser agrees undertakes and covenants to pay Panchayat taxes and all other rates taxes levies duties charges and impositions outgoing and expenses in respect of the Bungalow and the Said Phase/Project proportionately, and the said Bungalow wholly, and to pay proportionate share or such rates and taxes payable in respect of the said Bungalow until the same is assessed separately by the gram panchayat/municipal corporation;
- j)** The Purchaser agrees undertakes and covenants to common area maintenance charges for the maintenance of the Bungalows, open areas,

common areas, paths, passages and the said Project as a whole at such rate as may be quantified by the Promoter from time to time;

- k)** The Purchaser agrees undertakes and covenants to allow the other Purchaser(s) the right of easements and/or quasi easements;
- l)** The Purchaser agrees undertakes and covenants to regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / electricity Charges, Panchayat taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- m)** The Purchaser agrees undertakes and covenants to observe and comply with such other covenants as be deemed reasonable by the Promoter for the common Purposes;
- n)** The Purchaser agrees undertakes and covenants to not to use the Said Bungalow or permit the same to be used for any purpose other than a private dwelling place of families;
- o)** The Purchaser agrees undertakes and covenants not to do 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 damages 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;
- p)** The Purchaser agrees undertakes and covenants not to demolish or cause to be demolished the Said Bungalow or any part thereat at any time for the fittings and fixtures thereof;
- q)** The Purchaser agrees undertakes and covenants not to make any kind of temporary and/or permanent structural changes and/or additions and/or alterations to the constructions already made, not even on the open land.
- r)** The Purchaser agrees undertakes and covenants that the Purchaser shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Holding organisation or FMC or any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Bungalow;
- s)** The Purchaser agrees undertakes and covenants no inconvenience is caused to the Promoter or to the other Co-Buyers and /or Co-Occupiers of the Project. The main electric meter shall be installed only the common meter electric meter shall be installed only at the common meter space in the Bungalow or Project, as the case may be. The Purchaser(s) shall under no circumstance be entitles to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and

outside walls of the tower (s) save and except in the manner indicated by the Promoter or the Holding organisation, as the case may be;

- t)** The Purchaser agrees undertakes and covenants not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the Said Bungalow.
- u)** The Purchaser agrees undertakes and covenants 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 Bungalow;
- v)** The Purchaser agrees undertakes and covenants 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 Provided However that nothing contained herein shall prevent the purchaser(s) from putting a decent nameplate on the outer face of the main door of the Said Bungalow;
- w)** The Purchaser agrees undertakes and covenants not to open out any additional window or fix grill box or ledge or cover or any other apparatus protruding outside the exterior of the Said Bungalow thereof;
- x)** The Purchaser agrees undertakes and covenants not to install or fix air-conditioners, 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;
- y)** The Purchaser agrees undertakes and covenants to 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 Bungalow or any part of the Bungalow or the Said Phase/Project or may cause any increase in the premium payable in respect thereof;
- z)** The Purchaser agrees undertakes and covenants not to decorate the exterior of the Bungalow otherwise than in the manner agreed by the Promoter/Maintenance Agency/Holding organisation in writing or in the manner as nearly as may be in which it was previously decorated;
- aa)** The Purchaser agrees undertakes and covenants 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 Bungalows;
- bb)** The Purchaser agrees undertakes and covenants not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Bungalow;

- cc)** The Purchaser agrees undertakes and covenants not to claim any right over and/or in respect of any open land in the Project or the Said Phase or in any other open or covered areas of the Bungalows and the Said Phase and the Project reserved or intended to be reserved by the Owners and/or the Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or additional construction which may be made from time to time by the Owners and the Promoter thereat or any part thereof;
- dd)** The Purchaser agrees undertakes and covenants not to claim partition or subdivision of the land comprised in the Said Phase or the Project and/or the Project Common Areas, as the case may be, towards the Said Proportionate Undivided Share attributable to the Said Bungalow or any part thereof nor to do any act or deed, whereby the rights of the owners and the Promoter and /or the rights of the Purchaser(s) of other Bungalows in the Building is/are 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 Buildings;
- ee)** The Purchaser agrees undertakes and covenants not to partition the Said Bungalow by metes and bounds;
- ff)** The Purchaser agrees undertakes and covenants not to shift or obstruct any windows or lights in the said Bungalow.
- gg)** The Purchaser agrees undertakes and covenants not to permit any new window light opening doorway path passage drain or other encroachments or easement to be made or acquired in against out or upon the Said Bungalow without the prior consent in writing of the Promoter and /or Holding organisation;
- hh)** The Purchaser agrees undertakes and covenants 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(s), if any, mentioned in the SCHEDULE B hereto.
- ii)** The Purchaser agrees undertakes and covenants not to let out or part with possession of the Said car parking space, if so agreed to be acquired by the Purchaser(s) hereunder, independent of the said Bungalow and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.
- jj)** The Purchaser agrees undertakes and covenants not to let out Said Bungalow or any part thereof without obtaining prior written permission of the Promoter and making payment of all sums or amounts then due and payable by the Purchaser(s) in respect of the said Bungalow.
- kk)** The Purchaser agrees undertakes and covenants not to park any car or two-wheeler in the Said Phase Land or the Project Land if the Purchaser has not been allotted any car parking space therein, and to park only one

car or two-wheeler in one Garage and not more than one, even if there be space for more than one in the Garage. For those who have not opted for car parking space, for them car parking is payable as per the norms of the Project and subject to availability.

- ll)** The common areas in the whole project may be usable by person or persons on nonexclusive basis and persons from the adjacent plot, which is for the exclusive use of the Developer/Vendor, shall also use the common areas and facilities. Hence the common areas facilities, amenities in the whole project may be usable by the Purchaser(s) on non exclusive basis. The Purchaser(s) also agrees and accepts that the few facilities and or amenities may not be provided simultaneously with the handing over of possession of the said Bungalow and might be available only after the completion of the whole project.
- mm)** The Developer/Vendor has presently contemplated to develop the proposed adjoining land and shall be entitled to amalgamate the rest of the property with proposed adjoining land or otherwise and may also develop such lands in phase by phase manner.
- nn)** The Purchaser agrees undertakes and covenants that apart from the residential usage the developer proposes to develop in other phases residential buildings/structures, bungalows, commercial Bungalows, and Bungalow for mixed purposes etc. and the portion upon which such shall be developed shall be in such manner as the developer shall at its sole discretion deem fit and proper and shall not be included and/or related in any way to the Phase - I property.
- oo)** This is agreed by and between the parties that the Purchaser(s) has to bear other charges for facilities provided by the Developer.
- pp)** This is agreed by and between the parties that the Purchaser(s) has to bear the minimum electricity charges for the period of long absence of the Purchaser(s) in the said complex and/or Bungalow.
- qq)** This is agreed by and between the parties that the Purchaser(s) has to bear the costs for individual electricity meter connection for her Bungalow which will be paid by the Purchaser(s) to the Developer and the said payment shall be made before taking possession of her Bungalow by the Purchaser(s). Furthermore, for obtaining extra load for individual meter the Purchaser(s) shall have to bear extra costs billed/demanded by the Developer, accordingly.

- rr)** This is also agreed by and between the parties that the Developer shall provide upto 250 to 300 watts in power backup option which will be available only at the time of power cut only.
- ss)** This is agreed by and between the parties that the Developer reserves its right to extend the service for the next phase of expansion of the project and in such situation the Purchaser(s) shall have no right of objection.
- tt)** This is agreed by and between the parties that in future the Developer reserves its right to bring expansion of the project in both side of the Complex according to his convenience which will be no way objected by the Purchaser(s). In such case of the expansion of project, the main gate, the exit gate, passages, entries and exits of the instant project shall be the part of the extension of the project. In such situation the Purchaser(s) shall never raise any objection.
- uu)** This is further agreed by and between the parties that after taking physical possession of the Schedule "B" mentioned property by the Purchaser(s), the rules and regulations already framed and/or to be framed shall be strictly followed by the Purchaser(s) herein in every respect whatsoever and/or howsoever including the use of services and/or internal jobs and/or work done by the Purchaser(s) in respective Bungalow and/or within the complex.
- vv)** This is further agreed by and between the parties that the Purchaser(s) shall not to throw dirt, rubbish or other refuses or permit the same to be thrown or accumulated in the said Bungalow or in the compound or any portion of the building.
- ww)** This is further agreed by and between the parties that the Purchaser(s) shall not to store or bring and allow to be stored and brought in the said Bungalow any goods of hazardous or combustible nature or which are so heavy as to affect the construction and/or the structures of the building or any portion of it in any manner including keeping of LPG Gas Cylinder in vacant Bungalow in case of long absence of the purchaser.
- xx)** This is further agreed by and between the parties that the Purchaser(s) shall not to hang from or attach to the beams or walls or any portion of the Bungalow any machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- yy)** This is further agreed by and between the parties that the Purchaser(s) shall not to do or anything to be done on or about the said Bungalow which may cause or tantamount to cause or affect the floors, ceilings, wall of the said Bungalow or any other portion over or below the said Bungalow.
- zz)** This is further agreed by and between the parties that the Purchaser(s) shall not to interfere with the right to use of common area and facilities

by the Vendor/Developer and other Owners of the Bungalow or lawful occupier and maintenance authority.

- aaa)** This is further agreed by and between the parties that the Purchaser(s) shall not to obstruct Vendors and other Owners or lawful occupiers of the other Bungalows to use their respective Bungalows in peaceful way.
- bbb)** This is further agreed by and between the parties that the Purchaser(s) shall not to carry out any illegal or offensive activities inside the Bungalow.
- ccc)** This is further agreed by and between the parties that the Purchaser(s) shall not to close or permit the closing of veranda or lounges or balconies, lobbies and common portions and not to break or cut the columns and outside wall of the Bungalow/Bungalows.
- ddd)** This is further agreed by and between the parties that the Purchaser(s) shall not to claim partition of the land and common area of the said Complex.
- eee)** This is further agreed by and between the parties that the Purchaser(s) shall not to demand any compensation and/or any amount from the Vendor/Developer (so long the Vendor/Developer/third party is in charge of the said premises) for non maintenance of common area and service of common facilities due to the non-payment of common expenses by the Purchaser(s) or any other Purchaser(s) of the other Bungalows or due to reason of any event is beyond the control of the Vendor/Developer/Maintenance Authority.
- fff)** This is further agreed by and between the parties that the Purchaser(s) will always help the Vendor/Developer/third party for maintenance of common area and proper maintenance and supply of common amenities and advantages.
- ggg)** This is further agreed by and between the parties that the Purchaser(s) shall not to obstruct Vendor/Developer from selling any portion of the said Project in accordance with law.
- hhh)** This is further agreed by and between the parties that the Purchaser(s) shall pay all other taxes and/or charges proportionately or wholly when it is in respect of the said Bungalow as may be imposed by any Government or Semi-Government or statutory body.
- iii)** In case of sale of the Schedule 'B' property by the Purchaser(s) to any Third Party 'No Objection Certificate' of the Developer shall be necessary and the Developer shall issue such 'No Objection Certificate' for sale considering that the maintenance amount along with all other charges in this respect including fine levied, if any, by the maintenance authority/Developer is paid up to date and nothing falls due in this regard. This is further agreed that in case of failure of payment of

maintenance charges as mentioned aforesaid by the Purchaser(s) upon the bill raised by the Developer/maintenance authority an element of interest shall have to be paid by the Allottee to the Promoter/Developer over and above all fixed fine(s) and/or penalty (ies) mentioned herein at the rate of the State Bank of India's Prime Lending Rate plus two percent (2%) per annum. In case of any delay of payment of the Allottee such interest element also to be paid in the manner stipulated hereinabove. All bills and/or demands raised by the Developer/Vendor shall be paid by the Purchaser within 15 days from the date of the bill and/or demand. In case of bounce of Cheque issued by the Purchaser(s) for payment of maintenance charges etc. according to the bill raised by the maintenance authority the Purchaser(s) shall pay a fine of Rs./- along with applicable GST for each occasion of bounce of Cheque. Further for nonpayment of maintenance all necessary common services i.e. water supply, electricity supply, power backup, clearing, parking facility etc. shall be withdrawn from the date of the maintenance amount falls due and the maintenance authority shall not be held responsible for such. In case of any transfer of schedule "B" property in such situation the third party also shall not be provided the above referred services till the date of clearance of dues with applicable fine etc.

- jjj)** This is further agreed by and between the parties that, the regular and uninterrupted payment of maintenance amount is the essence of this conveyance as well as the pre-condition for getting no objection certificate, which shall be obtained by the purchaser from the developer for outright sale of the Schedule 'B' Property to any third party.
- kkk)** The Purchaser(s) undertakes to make good and pay to the Holding organisation/Facility Management Company (FMC) all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Purchaser(s) and/or to replenish any shortfalls caused on account of the Purchaser(s). The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Holding Organisation and the Purchaser(s) and the Holding Organisation shall jointly and severally keep the Promoter indemnified for the same.
- lll)** The Purchaser(s) acknowledges and agrees to allow the Promoter to adjust any receivables and/or dues towards common charges and expenses from the Sinking Fund before the same is handed over to the Holding Organisation. The Purchaser(s) hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Holding Organisation. On any such adjustments being made from the Sinking Fund, the Purchaser(s) hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (Fifteen) days of a demand made by the Holding Organisation/Facility Management Company (FMC) with respect thereto.

mmm) The Promoter and/or the Holding Organisation and/or Facility Management Company (FMC), as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Holding organisation, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, insurance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Purchaser(s) of its obligation to pay the applicable maintenance charges in terms of this Agreement.

nnn) The Developer/Vendor has presently contemplated to develop the proposed adjoining land and shall be entitled to amalgamate the rest of the property with proposed adjoining land or otherwise and may also develop such lands in phase by phase manner. The Purchaser(s) hereby irrevocably express his/her/its/ their consent to the Developer/Vendor for carrying out such amendments, alterations, modifications, improvisation or variation in the said Phase for the purpose of construction by the Developer/Vendor so long as the total area of the said Bungalow/Bungalows and the specifications, amenities, fixtures and fittings attached thereto are not decreased or hampered. This consent of the Purchaser(s) shall be considered and contemplated under the relevant provision of the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under The Real Estate (Regulation and Development) Act, 2016 (16 of 2016), as amended. The Purchaser(s) shall not raise any objection or cause any hindrance in such development or construction by the Developer/Vendor on grounds of noise or air pollution, inconvenience, annoyance, old age or otherwise on the ground that the atmosphere, light, air and/or ventilation to the said Bungalow and/or in the said Complex being affected by such. Further the Purchaser(s) hereby agrees to give all facilities and co-operation to the Developer/Vendor as may require from time to time both before and after taking possession of the said Bungalow and to enable and support the Developer/Vendor to complete such construction work smoothly and as envisaged by the Developer/Vendor.

ooo) The Purchaser(s) is also aware that the Promoter/Developer/Vendor shall designate certain common area, facilities and amenities exclusively for it and which may be available to and usable by such person or persons as the Promoter/Developer/Vendor may in its sole discretion deem fit which may or may not include the Bungalow owners of Phase – I or the Purchaser(s) herein.

15. From the date of possession of the said Bungalow the Purchaser(s) shall observe and fulfill the terms and conditions mentioned below:-

A. PAYMENTS

Timely making payment of all dues is the essence of this instant.

B) HOLDING ORGANISATION:

- a. Immediately after all the Bungalows in the building are sold and transferred the Bungalow Owners in consultation with the Vendor shall form a Holding Organisation in accordance with the provisions of the West Bengal Apartment Ownership Act 1972.
- b. The Purchaser compulsorily agrees to become members of such Holding Organizations and upon formation of such Holding Organisation the said Holding Organisation shall take control of all common parts and portions and shall remain liable for rendition of common services subject to the Bungalow Owners making payment of the COMMON AREA MAINTENANCE Charges.
- c. The Holding Organisation shall be entitled to frame such rules and regulations (the "Rules") as may be necessary and/or required from time to time regarding user of the common parts and the Purchaser hereby agree to abide by the same.
- d. In order to become a member of the said Holding Organisation the Purchaser agrees to sign and execute all papers application and other documents as may be necessary and/or required and in the event of the Purchaser failing to sign such papers and/or applications the Vendor as the constituted attorney of the Purchaser shall be entitled to sign and execute the same on behalf of the Purchaser and the same shall be binding on the Purchaser.
- e. The Purchaser shall bear and pay all proportionate costs, charges and expenses for formation, including professional charges, of the Holding Organisation.
- f. The Purchasers shall co-operate with the Holding Organisation and its other members in all its activities.
- g. Further in order to become a member of the said Holding Organisation the Purchaser shall need to clear all arrear maintenance charges, if any, which would have been due so far and as well as the present maintenance charge in respect of his Bungalow/Bungalows along with any other payables if applicable.
- C. **ADHOC COMMITTEE** - Until the formation of the said Holding Organisation, the Vendor may form an Adhoc Committee comprising of 3 (Three) Bungalow owners (hereinafter referred to as the ADHOC COMMITTEE) to be nominated by the vendor and such Adhoc Committee shall be deemed to be the representative body of all the Bungalow owners of the said Building and this committee shall be solely responsible for the formation of the Holding Organization and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.
- D. **MAINTENANCE:**

- (i) The Vendor shall remain responsible for providing common services only for a period of 60 months from the date of execution of the Deed of Conveyance subject to the Purchaser making payment of the proportionate share of Common Area Maintenance charges which includes the amount payable to the Vendor and/or to the FMC for rendering such services (hereinafter referred to as the COMMON AREA MAINTENANCE CHARGES), however, the Developer will not liable to furnish any accounts of the same as the hereinabove mentioned amount quoted by the Developer is based on assumption.
- (ii) The various Bungalow owners in the said new Project shall form a Holding organisation in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 within a period of three months and the Vendor has agreed to render all possible assistance for formation of the said Holding organisation.
- (iii) The Purchaser acknowledges that timely payment of Common Area Maintenance charges is a must and in the event of any delay the same is likely to adversely affect the interest of the other Bungalow owners in the said building and if such Common Area Maintenance Charges shall remain in arrears for a period of 60 days then and in that event in addition to making payment of interest at the rate of 18 % per annum the Vendor and/or Adhoc Committee shall be entitled to and the Purchaser hereby consents:
 - a) Disconnect the supply of water to the said Bungalow.
 - b) Disconnect the supply of electricity.
 - c) Withdraw all utilities including generator facilities.
- (iv) And the same shall not be restored until such time the Purchaser had made payment of all amount lying in arrears together with interest accrued due thereon and such penal interest as may be determined from time to time including a sum of Rs. 5000/- (Rupees Five Thousand) only as and by way of restoration charges.
- (v) For the purpose of withdrawal and/or suspension of the said facilities and/or utilities it will not be necessary for the Vendor and/or FMC and/or Holding Organisation to serve any notice, in writing and the Purchaser hereby waives the right to receive such notice.

E. CONTROL AND MAINTENANCE OF COMMON PARTS - PAYMENT OF COMMON AREA MAINTENANCE CHARGES

1. For the purpose of looking after the common parts and portions and for rendition of common services the Vendor/Developer and the Purchaser hereby agree that the Vendor/Developer shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Vendor/Developer in its absolute discretion may deem fit and proper and in addition to the payment of

Common Area Maintenance Charges the Purchasers shall be liable to make payment of the said Management Fee to such FMC till the formation of the Holding Organisation legally.

2. The Developer and the Purchaser further agree to sign and execute the contract with such Facility Management Company before execution of the instant for a tenure of 5 (five) years upon the Developer releasing his duty of maintaining the Complex till 12 months from the date handover of possession. The total amount of maintenance for 5 (Five) years shall be paid by the Purchasers before registration and execution of the Deed of Conveyance at a time with all other expenses, stamp duty, registration charges, legal expenses, sinking fund, other charges as stipulated herein before in the foregoing clauses against which the Facility Management Company (FMC) mentioned herein before shall be responsible for rendering only stipulated services as above for the said 5 (Five) years without asking for any increase of charges and/or rates for the said tenure. In case of any further taxes or rates if imposed by the statutory body shall only be payable over and above such payment of one time fees and charges to the FMC.
3. Furthermore, the Facility Management Company can raise further sinking fund subject to the approval of the Adhoc Committee / Maintenance Authority. However, the Facility Management Company shall not be accountable to furnish any statement and/or audited balance sheet for regular maintenance of the Common Area but have to provide the same in respect of additional further sinking fund, if raised.
4. The control and management of the common parts and portions of the building shall remain vested with the Facility Management Company (FMC) as and when such FMC is appointed and upon formation of the Holding Organisation with such Holding Organization subject to the right of the Purchaser to use the common parts and portions in common with other Bungalows owners and/or occupiers of the said Project. The said FMC will remain responsible for looking after the common parts and portions and the purchaser agree not to interfere in the FMC remaining in control of the common parts and portions.
5. The said FMC and/or Holding Association may only be replaced by the consent of 80% (eighty percent) or more of the Bungalow owners of the Complex in terms of total Bungalows held.
6. The FMC being a professionally run organization, shall not be liable to share or render its accounts and shall be at liberty to make profit of upto 15% which will be included with the Common Area Maintenance Charges to be paid as and by way of maintenance expenses (hereinafter referred to as the MAINTENANCE FEE) and the Purchaser shall be liable to make payment of such Common Area Maintenance Charges which will include

the said Maintenance Fee in advance and in one shot without any abatement or deduction on any account whatsoever or howsoever. The calculation of the maintenance fee will be tentative and futuristic in approach and shall be fixed by the FMC.

7. The Vendor/Developer shall maintain Common Portions of the Complex through a professional either by his agent or by commercial facility management organization. The Vendor/Developer or his agents shall operate, manage and render specified day to day services with regard to the Common Portions, shall levy and collect the Common Expenses. However, the ownership of the Common Portions (subject to the terms of this Conveyance) shall vest in all the residents of the Complex, represented by the Holding Organisation and the Vendor/Developer shall merely be the service provider for rendition of specified services with regard to the Common Portions.
8. All deposits, payments for common expenses, taxes, mutation fees maintenance charges and all other outgoings shall be made to and kept with the Vendor/Developer.
9. The Vendor/Developer shall function at the cost of the residents and will work on the basis of maintenance charges paid by the residents.

F. ROOF AND OTHER AREAS

- (i) It is hereby made expressly clear and agreed that the ultimate Roof of the building where on various installations such as water tank, roof, dish antennae and other utilities are installed shall be deemed to be the Roof on the said Bungalow (hereinafter referred to as the ROOF).

G. FURTHER CONSTRUCTION :

- (i) The whole property is being developed in phase by phase manner by constructing multiples Bungalows thereon. The Developer/Vendor shall be entitled to develop the rest of the property as deem fit by the Developer/Vendor in accordance with the approvals and permissions as issued from time to time and the Purchaser(s) herein has agreed to purchase the said Bungalow/Bungalows based on such unfettered rights of the Developer/Vendor in this regard.
- (ii) The Developer/Vendor has already informed the Purchaser(s) that there will be common access road, street lights, common recreation space, passages, electricity, telephone, cables, water lines, gas pipe lines, sewerage and drainage lines, sewerage treatment plant and other common amenities and conveniences which will be in common with the whole Schedule 'A' property and the Purchaser(s) along with other Bungalow owners of the whole project shall share such expenses and charges as also maintenance charges proportionately. Such proportionate charges shall

be payable by each Bungalow owners including the Purchaser(s) herein and the proportionate charge that is to be paid shall be determined by the Developer/Vendor and the Purchaser(s) agrees to pay the same regularly without raising any dispute or objection with regard thereto.

- (iii) The Developer/Vendor has presently contemplated to developed the proposed adjoining land and shall be entitled to amalgamate the rest of the property with proposed adjoining land or otherwise and may also develop such lands in phase by phase manner.
- (iv) The Purchaser(s) is also aware that the Developer/Vendor shall designate certain common area, facilities and amenities exclusively for it and which may be available to and usable by such person or persons as the Developer/Vendor may in its sole discretion deem fit which may or may not include the Bungalow owners of Phase -III or the Purchaser(s) herein.
- (v) The Purchaser(s) shall have at no time demand for partition of the said Bungalow/Bungalow and appurtenances and/or the said block/building in the whole project.
- (vi) This is agreed by and between the parties that the Developer reserves its rights to extend the services for the next phase of expansion of the project and in such situation the Purchaser(s) has/have no right of objection.
- (vii) This is agreed by and between the parties that in future the Developer reserves its rights to bring expansion project in the complex and/or in both side of the complex according to him/her/their convenience which will be no way objected by the Purchaser(s). In such case of the expansion project, the main gate, the exit gate, passages, entries and exits, water supply system, sewerage system, LT and HT power supply system, electricity connections of the instant project shall be the part of the extension project. In such situation the Purchaser(s) shall never raise any objection.

H. DEFECT LIABILITY:

1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned herein, it shall be the duty of the promoter to rectify such defects without further charge, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.
2. The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall of floor tiles after the Allottee taking over possession of the Bungalow, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (ii) If there are changes, modifications or alteration in electrical lines and wiring after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- (iii) If there changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (iv) If the Allottee after taking actual physical possession of the Bungalow, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Bungalow by making any changes in the Bungalow, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- (v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks re normal in high rise buildings and needs to be repaid from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- (vi) If the materials and fittings and fixtures provide by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained.
- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Bungalow going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- (viii) If the Architect certificates that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinabove mentioned it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess

and determine the nature of purported defect in the Bungalow, alters the state, nature and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause H herein.

I. FURTHER:

- 1)** The **“BONBUNGALOW DOOARS Phase - I”** is a complex (**“COMPLEX”**), development of which is being undertaken by M/s. Bela Infrastructure Private Limited, a company duly registered in accordance with the provision of Companies Act, 1956, as amended, having its registered office at 90/1, Prince Golam Hussain Shah Road, Kolkata -700095.
- 2)** List of services covered by the maintenances services in respect of the schedule mentioned property which are follows :-
 - (i)** Electricity bill of common area of the complex.
 - (ii)** Maintenance of common passage, drive way, internal passage, garden, common sewerage, common electricity system, roof, overhead reservoirs, underground reservoirs, water pump.
 - (iii)** Cleaning of the clause (ii) mentioned items.
 - (iv)** Security of the complex.
 - (v)** Provide the power backup for each Bungalow/Bungalows upto of 250 to 300 watt.
 - (vi)** Local subscription and donations.
 - (vii)** Maintenance and replacement of LT and HT distribution system.
 - (viii)** Maintenance and replacement of water pump, sewerage system, water treatment system and allied services thereto.
 - (ix)** Maintenance and replacement of WTP and STP.
 - (x)** Maintenance and replacement of fire fighting system.
- 3)** List of services not covered by the maintenances services in respect of the schedule mentioned property which are follows :-
 - (i)** Maintenance or cleaning inside the Bungalows/Bungalows.
 - (ii)** Replacement of major fittings including outside colouring and colouring of common passage.
 - (iii)** Legal expenses to be borne by the Developer/maintenance authority for recovery of dues in respect of any claim, such shall be charged by the Maintenance Authority from the individual owner/owners.

- (iv) Any further taxes imposed by Govt. and/or authority.
- 4) The Bungalow(s) in the Complex not intended/earmarked for "Commercial purpose" cannot be used for any commercial activities without the written approval of M/S. Bela Infrastructure Private Limited.

RIGHT TO ENTER THE BUNGALOW FOR REPAIRS: The Developer/Vendor agency or holding organization shall have rights of unrestricted access to all Common Areas of the property for providing necessary maintenance services and the Purchaser(s) agrees to permit the Developer and/or Vendor, its agents or holding organization upon its formation and registration and/or maintenance agency to enter into the said Bungalow/Bungalows or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

GENERAL COMPLIANCE WITH RESPECT TO THE BUNGALOW/BUNGALOWS

- (i) The Purchaser(s) shall, after taking possession be solely responsible to maintain the said Bungalow/Bungalows at his/her own cost, in good repairing condition and shall not do or suffer to be done anything in or to the said Complex, or the said Bungalow/Bungalows, or the staircases, open terrace/roof, verandah common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Bungalow/Bungalows and keep the said Bungalow/Bungalows, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Phase is not in any way damaged or jeopardized.
- (ii) The Purchaser(s) further undertakes, assures and guarantees that he/she would not put any, sign-board/nameplate, neon light, hoardings, flexes, publicity material or advertisement material etc. on the face façade of the said Block/Building or anywhere on the exterior of the Project, Bungalow therein or Common Areas. The Purchaser(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) shall not store any hazardous or combustible goods in the said Bungalow/Bungalows place any heavy material in the common passages. The Purchaser(s) shall also not remove any wall including the outer and load bearing wall of the said Bungalow/Bungalow.

NOTICE: That all notices to be served on the Purchaser(s) and the Developer/Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) or the Developer/Vendor by Registered Post with A/D at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Purchaser(s) and the Developer/Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post with A/D failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer/ Vendor or the Purchaser(s), as the case may be.

COMMON RULES: M/s. Bela Infrastructure Private Limited shall be entitled to frame rules and regulations for the general upkeep and maintenance of the Complex including for the external façade of the building and/or for external lighting as also for the common user of the Common Portions (**COMMON RULES**). The Common Rules may be amended from time to time as deemed reasonable by M/s. Bela Infrastructure Private Limited in the common interest of all who are entitled to the occupiable areas of the Complex and such rules and regulations shall be in writing form in English only and shall be pasted on the notice board of the complex. Copies of such rules/regulations can be obtained by paying costs to M/s. Bela Infrastructure Private Limited from their registered office at Kolkata on formal written applications. The Purchaser(s) shall be bound to follow such common Rules and any violation thereof shall entitle M/s. Bela Infrastructure Private Limited to claim damages and to restrict the purchaser from using the Common Portions or enjoying any of the Common utilities and Facilities.

ENTRY REGULATIONS: M/s. Bela Infrastructure Private Limited and/or its nominated security agency(ies) shall be entitled to restrict and regulate the entry into the Complex considering the overall security in the interest of the occupants of the Bungalows in the Complex in case of any person or persons without showing any reason.

DELIVERY VEHICLE: The Purchaser(s) shall take prior written permission from M/s. Bela Infrastructure Private Limited for access of delivery vehicles in and around the Complex. The Purchaser(s) shall ensure that all delivery vehicles in and around the Complex shall be driven between permitted time schedule of M/s. Bela Infrastructure Private Limited without causing inconvenience to the visitors of the Complex. In case of personal car(s) of the Purchaser(s) and/or any guests of the Purchaser(s) such may be driven into the complex with the prior written permission of the maintenance agency but such cannot be parked within the common area of the complex and/or on the common road/passage of the complex. M/s. Bela Infrastructure Private Limited shall arrange for parking of car(s) of the purchaser and/or their guests on request against payment of parking charges per day as will be decided by M/s. Bela Infrastructure Private Limited time to time.

LOADING AND UNLOADING: To load and unload any goods in and around the Complex, the purchaser shall give a copy of permit at least 3 (three) days in advance to M/s. Bela Infrastructure Private Limited.

Parking of such vehicles will only be allowed for time taken for loading and unloading of goods and not in any other case, and such vehicles used for loading and unloading the goods, while entry and exit, shall not exceed the driving speed limit by 05 KMPH.

EVENTS AND ACTIVITIES: M/s. Bela Infrastructure Private Limited may organize events, promotions, lotteries, special sales etc., in the Complex.

INSTALLATION OF ANTENNA ETC: The Purchaser(s) shall not be entitled to install antennas, dish etc. anywhere in the Complex, without the prior written permission of M/s. Bela Infrastructure Private Limited. The permission to install antenna, dish etc., may be granted from M/s. Bela Infrastructure Private Limited strictly as per statutory specifications and/ permission etc.

COMMON LOBBIES PASSAGES AND AISLES: No Purchaser(s) shall be permitted to keep any of their wares, goods, display materials, signboards or any article of any nature in the lobbies, passages, aisles or any place outside their respective Bungalow without permission of M/s. Bela Infrastructure Private Limited in writing.

- 1) **JOINT PURCHASER(S):** That in case there are Joint Purchaser(s) all communications shall be sent by the Developer/Vendor to the Purchaser(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

In case of Joint Purchaser(s), any document accepted/ acknowledged by any one of the Purchaser(s) shall be binding upon the other Purchaser(s).

- 2) **GOVERNING LAW:** That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 3) **DISPUTE RESOLUTION:** However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The venue of such arbitration will be decided by the said arbitrator. The proceedings of the arbitration shall be conducted in English and shall be construed as a domestic arbitration under the applicable laws.
- 4) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Jalpaiguri district.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring about **5.68 Acres = 568 decimal** more or less in Mouza - Dakshin Dhupjhora, J.L. No. 28, L.R. Khatian No. 1498, P.S. Matiali, Batabari, Gram Panchayet - II, within the office of the ADSR - Mal, District - Jalpaiguri, Pargana- North Moynaguri, Pin - 735206 lying and situate at Dag Nos. which are as follows :

Phase No. 1

L.R. Dag No. 544= **48.958 decimal** more or less

L.R. Dag No. 545= **160.212 decimal** more or less

Total = 209.170 decimal more or less

Butted and Bounded by:

North: Bon Bungalow Phase-II & Part Common Passage

South: Black Top Road

East: Vacant Land

West: Common Passage

Common Passage

L.R. Dag No. 544= **11.875 decimal** more or less

L.R. Dag No. 545= **13.821 decimal** more or less

Total = 25.696 decimal more or less

Butted and Bounded by:

North: Panthaniwas Housing Complex

South: Bon Bungalow Phase-I & II, Black Top Road

East: Bon Bungalow Phase-I & II

West: Panthaniwas Housing Complex

Common Area for Phase - I

Total Land area of Phase - I	Exclusive land area for the Bungalows	Common area of this Phase

SCHEDULE “B”**(The Bungalow)**

All that the one residential Bungalow No. _____ of two floors consisting of _____ bed rooms, _____ dining cum drawing space, _____ kitchen, _____ bathrooms, _____ verandah having a total Super built- up area of _____ Sq. ft., Covered Area of _____ Sq. Ft. more or less on approximately _____ Cottah _____ Chitak _____ Sq. ft. of land together with undivided interest and common user right in the Schedule “A” property. More specifically, i) [Ground floor with both includes _____ bed room, _____ drawing-cum-dining, _____ toilet, _____ kitchen and ii) First floor includes _____ bed room, _____ toilet, _____ verandah] Plan is annexed hereto, treated as part of the Deed. Property is on road, having tiles flooring, no lift facilities.

ON THE NORTH : _____

ON THE SOUTH : _____

ON THE EAST : _____

ON THE WEST : _____

SCHEDULE ‘C’ ABOVE REFERRED TO**(COMMON RIGHTS)**

1. Common passage including main entrance on the Ground Floor.
2. All common spaces together with common land with all right, liberties, easements and privileges and appendages and appurtenances as enjoyed by the Co-owners.
3. Water pump, overhead water tank and water supply line, Municipality water line and connection, reservoir.
4. Electricity service and electricity main line wiring and electrical lightings.
5. Drainage and sewerage, septic tank and other common spaces of the Ground Floor.
6. Boundary walls and main gate (the main gate /exit gate with the common area/roads stretched from the main gate to the extension of the project shall be common for the existing and extended project).

7. Such other common parts, like equipments installation, fixtures and fittings and spaces in or about the said building.
8. Vacant space of the premises.

**SCHEDULE 'D' ABOVE REFERRED TO
(COMMON EXPENSES TOWARDS PROPORTIONATE
AREA OF OWNERSHIP)**

1. All costs of maintenance, operating, replacing, white washing, coloring rebuilding, re-constructing, repairing and lighting the common parts, roof and also the other walls of the said building. All other items stated hereinbefore also should be treated as the cost of common maintenance.
2. All charges and deposits for supplies of common utilities.
3. Proportionate share of the Panchayat/Municipal taxes and other outgoings save those are separately assessed on the respective Block.
4. Costs and charges of establishment for maintenance of the said Bungalow and complex.
5. All litigation expenses for protecting the tile of the land and building.

IN WITNESS WHEREOF the parties hereunto have/has signed sealed and delivered these presents on the day, month and year first above written.

Signed, Sealed and Delivered
At Kolkata in presence of:

1. Mr. Alok Sen
12, R. G. Avenue, Dum Dum
Kolkata – 700 028

SIGNATURE OF THE OWNER/DEVELOPER/SELLER
PAN AAECB4401H

2. Mr. Asit Sharma
G- 53, Baghajatin Pally
Kolkata - 700082

SIGNATURE OF THE PURCHASERS
PAN _____

Drafted by :

Mr. Tathagata Ray
LLB, (UK)
Advocate, High Court, Calcutta
35A, Old Ballygunge First Lane,
Kolkata – 700 019
WB/636/1998

MEMO OF CONSIDERATION

Received of and from the within named **PURCHASERS** the within mentioned the advance sum of Rs _____ (Rupees _____) only along with Service Tax/GST amount of Rs. _____ (Rupees _____) only towards All that the one residential Bungalow No. _____ of two floors consisting of ____ bed rooms, _____ dining cum

drawing space, _____ kitchen, _____ bathrooms, _____ verandah having a total super built-up area of _____ Sq .ft. more or less on approximately _____ Cottah _____ Chitak _____ Sq. ft. of land together with undivided interest and common user right in the Schedule “A” property. More specifically, i) [Ground floor with both includes _____ bed room, _____ drawing-cum-dining, _____ toilet, _____ kitchen and ii) First floor includes _____ bed room, _____ toilet, _____ verandah] more fully described in the Schedule mentioned hereinabove by the following cheques furnished below:

Cheque No	Bank / Cash	Branch	Date	Cheque Amount	Bungalow Cost to the builder (Rs.)	Service Tax & GST (Rs.)

WITNESSES :

1. Mr. Alok Sen
12, R.G.Avenue, DumDum
Kolkata – 700 028

**SIGNATURE OF
THE OWNER/DEVELOPER/SELLER
PAN AAECB4401H**

2. Mr. Asit Sharma
G- 53, Baghajatin Pally
Kolkata - 700082

**SIGNATURE OF THE PURCHASERS
PAN _____**

###

**DATED THIS THE DAY OF
2025**

**#####
###**

BETWEEN

**LTD.
BELA INFRASTRUCTURE PRIVATE
PAN AAECB4401H**

..... OWNER/DEVELOPER/SELLER

AND

**MR. _____
PAN _____**

..... PURCHASERS

**DEED OF CONVEYANCE
BON BUNGALOW DOOARS
BUNGALOW NO. _____**

**DEBASISH ROY CHOWDHURY
Advocate
8, Old Post Office Street
Ground Floor
Kolkata – 700 001
Ph: 033 2242 8649**