

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of
..... Two Thousand Twenty Three (2023) of Christian Era **BETWEEN**

KRISHNA CHARITA, a Proprietorship Firm, having its Registered Office at "8, Jatin Das Road, P.S.-Tollygunge, P.O.-Sarat Bose Road, Kolkata-700029", Represent by its Proprietor MRS.SUBARNA DATTA, Daughter of Mr.Santosh Kumar Datta, PAN. AJWPD2404N, Aadhaar No.548563368967, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, Residing at "8, Jatin Das Road, P.S.-Tollygunge, P.O.-Sarat Bose Road, Kolkata-700029", hereinafter called and referred to as the "OWNER/VENDOR" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their representatives, administrators, successor-in-office and assigns) of the FIRST PART.

AND

KRISHNA CHARITA ECO HOMES, PAN.AAZFK2505R, a Partnership Firm, having its Registered Office at "BA-30, Rajdanga Main Road, P.S.-Kasba, P.O.-E.K.T., Kolkata-700107", Represent by its Partners (1)MR.AMITAVA SAMANTA, son of Late Dilip Kumar Samanta, PAN.BCQPS4197D, Aadhaar No.433517277222, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, Residing at "1/2, Purbachal, Nibedita Road, P.S.-Kasba, P.O.-Haltu, Kolkata-700078", (2)MRS. SUBARNA DATTA, Daughter of Mr.Santosh Kumar Datta, PAN.AJWPD2404N, Aadhaar No. 548563368967, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, Residing at "8, Jatin Das Road, P.S.-Tollygunge, P.O.-Sarat Bose Road, Kolkata-700029", hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and/or assigns) of the SECOND PART;

AND

-----, Son of _____, PAN.NO-_____, AadhaarNo.- _____, by Faith-Hindu, by Nationality-Indian, by Occupation-_____, Residing at " _____", single are

Residing at "Bakubpur Kalitala Chandannagar(mc), P.O.-Khalisani, P.S.-Bhadreswar, Hooghly, Pincode-712138" hereinafter jointly called and referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, representatives, administrators and assigns) of the **THIRD PART**.

WHEREAS the said Owner **KRISHNA CHARITA**, Represent by its Proprietor **MRS.SUBARNA DATTA**, Daughter of Mr.Santosh Kumar Datta, Purchased **ALL THAT** the piece or parcel of freehold Agricultural/Non Agricultural land measuring about 1747 Decimal be the same a little more or less, of R.S./L.R.Dag No-162,163,166,167, 168,169,170,171,172,173,174,175,176,177,178,179,180,335,162,162/860,162/861, under R.S./L.R Khatian No.513, 514,601, (New L.R.Khatian No.1034) comprised of and contained within the limits of Mouza-Khanjanpur, J.L. No.35, Sattore Gram Panchayat, P.S.-Panrui and Additional District Sub-Registrar at Bolpur, District Sub-Registrar at Birbhum, Additional Registrar Of Assurances I,II,III,IV Kolkata, within the District- Birbhum, State-West Bengal, free from any charge or encumbrances from the Vendor vide several registered Deed of Conveyances for valuable consideration as mentioned in the said Deed of Conveyances registered in office of the Additional District Sub-Registrar at Bolpur, District Sub-Registrar at Birbhum, Additional Registrar Of Assurances I,II,III,IV Kolkata, and recorded in (1)Vide Book No.I, Volume No.0303-2022, Pages From 213759 to 213777, Being No.030309967 for the year 2022, (2)Vide Book No.I, Volume No.0301-2022, Pages From 265746 to 265771, Being No.030114351 for the year 2022, (3)Vide Book No.I, Volume No.0301-2022, Pages From 265720 to 265745, Being No.030114352 for the year 2022, (4)Vide Book No.I, Volume No.0303-2022, Pages From 297238 to 297263, Being No.030313677 for the year 2022, (5)Vide Book No.I, Volume No.0303-2023, Pages From 54015 to 54041, Being No.030302667 for the year 2023, (6)Vide Book No.I, Volume No.0303-2023, Pages From 54070 to 54095, Being No.030302668 for the year 2023, (7)Vide Book No.I, Volume No.0303-2023, Pages From 54894 to 54921, Being No.030302670 for the year 2023, (8)Vide Book No.I, Volume

No.0303-2023, Pages From 53992 to 54014, Being No.030302671 for the year 2023, in favour of KRISHINA CHARITA, Represent by its Proprietor MRS.SUBARNA DATTA, Daughter of Mr. Santosh Kumar Datta, who thus became the Absolute Owner of the said property.

AND WHEREAS thus said KRISHINA CHARITA, Represent by its Proprietor MRS.SUBARNA DATTA, Daughter of Mr.Santosh Kumar Datta, became the Absolute Owner and Mutated the name in records of the B.L.&L.R.O., of ALL THAT the piece or parcel of Bastu land measuring about 1747 Decimal be the same a little more or less, of R.S. & L.R.Dag No-162,163,166,167,168,169,170,171,172,173,174,175,176,177,178, 179,180,335,162,162/860,162/861 under R.S./L.R Khatian No.513, 514,601, (New L.R.Khatian No.1034)comprised of and contained within the limits of Mouza-Khanjanpur, J.L. No.35, under Sattore Gram Panchayat, P.S.-Panrui, (Bidyadharpur Road), District-Birbhum, Pincode-731236, Additional District Sub-Registrar at Bolpur, District Sub-Registrar at Birbhum, Additional Registrar Of Assurances I,II,III,IV Kolkata, State-West Bengal, as morefully & particularly described in the SCHEDULE-A below.

AND WHEREAS the said First Part/Second Part herein proposed to each other to develop the said entire land of 1747 Decimal be the same a little more or less, with the help and co-operation of the Developer having expertise and knowledge of development of real estate and both the parties having agreed to the said proportion and develop a project named "SOBUJ POTRO PHASE-II" comprising of Plot of Land along with 1/2 STORIED BUNGALOW together with infrastructure facilities and amenities thereat (hereinafter referred to as "THE SAID PROJECT").

AND WHEREAS the First Part/Second Part made a scheme plan and divided the said entire property into several plots of land with a view to develop and erect 1/2 STORIED BUNGALOW together with infrastructure facilities and amenities thereat for residential accommodation for them who intend to own Plot of Land along with 1/2 STORIED BUNGALOW on ownership basis.

AND WHEREAS the First Part/Second Part herein entered into a registered Development Agreement, agreeing to develop the said property mentioned herein before observing certain terms and conditions mentioned therein, which was registered before the Additional Registrar of Assurances II, Kolkata and its recorded in Book No.-1, Volume No.1902-2023, Page from 174861 to 174897. Being No.190205460 for the year 2023 and the said Development Power Of Attorney(After Registered Development Agreement) Registered at the office of Additional Registrar of Assurances II, Kolkata and its recorded in Book No.-I, Volume No.1902-2023, Page from 254331 to 254360. Being No. 190208111 for the year 2023.

AND WHEREAS the First Part/Second Part herein have for sanction from the appropriate authority of the Sattore Gram Panchayat for construction of Plot of Land along with 1/2 Storied Bungalow on the said entire property divided into several plot thereon with proper infrastructure facilities and other amenities thereat for residential accommodation for the intending Purchaser/Purchasers.

AND WHEREAS the Third Part herein having inspected all the title deeds and relevant documents of the Schedule Property and being fully satisfied with the right title and interest of the First Part/Second Part herein has proposed to purchase of **ALL THAT** the piece or parcel of 1(One)Residential Bungalow namely "_____", "UNIT No. _____" under (R.S. & L.R Dag No. _____, under L.R. Khatian No.1034) Plot area of Bastu Land measuring about **1344 Sq.Ft.** be the same a little more or less, to be constructed on the said plot of land, having constructed area measuring about **1031 Sq.Ft.**(i.e. First Floor 376 Sq.Ft. & Ground Floor 655 Sq.Ft.)be the same a little more or less, comprised of **1(One)Bed Room,1(One)Toilet,1(One)Study Room,1(One)Open Terrace** on the **FIRST FLOOR** and **1(One)Bed Room,1(One) Toilet,1(One)Drawing-cum-Dining Hall,1(One)Kitchen,Verandah,1(One)Open Car Parking** on the **GROUND FLOOR**, as morefully and particularly described in the schedule hereunder written, at and

for a total consideration of Rs. _____/-(Rupees _____)Only which the First Part/Second Part has agreed.

AND WHEREAS the First Part/Second Part hereto declare and confirm they right title and interest in the said property and record the terms for sale and transfer of the said **ALL THAT** the piece or parcel of 1(One)Residential Bungalow namely “_____ (G+1)”,“UNIT No. _____” under (R.S. & L.R Dag No. _____, under L.R. Khatian No.1034) Plot area of Bastu Land measuring about 1344 Sq.Ft. be the same a little more or less, to be constructed on the said plot of land, having constructed area measuring about 1031 Sq.Ft.(i.e. First Floor 376 Sq.Ft. & Ground Floor 655 Sq.Ft.)be the same a little more or less, comprised of 1(One)Bed Room,1(One)Toilet,1(One)Study Room,1(One) Open Terrace on the **FIRST FLOOR** and 1(One)Bed Room,1(One)Toilet, 1(One) Drawing-cum-Dining Hall,1(One)Kitchen,Verandah,1(One)Open Car Parking on the **GROUND FLOOR**, of the said 2(Two) Storied Bungalow, as morefully and particularly described in the said Schedule hereunder written, in favour of the Third Part as stated hereunder.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

That in pursuant to the said Agreement and in total consideration of the said sum of Rs. _____/-(Rupees _____)Only being paid to the First Part/Second Part by the **THIRD PART** herein as per the **MEMO** of agreed consideration mentioned hereunder and the receipt of which being the full payment of consideration money hereby payable to the First Part/Second Part and the same is being admitted and acknowledged by the First Part/Second Part herein doth hereby sell, transfer, convey, assure and assign unto and in favour of the Third Part, the said **ALL THAT** the piece or parcel of 1(One) Residential Bungalow namely “_____ (G+1)”,“UNIT No. _____” under (R.S. & L.R Dag No. _____, under L.R. Khatian No.1034) Plot area of Bastu Land measuring about 1344 Sq.Ft. be the same a little more or less, to be constructed on the said plot of land, having constructed area measuring about 1031 Sq.Ft.(i.e. First Floor 376 Sq.Ft. &

Ground Floor 655 Sq.Ft.)be the same a little more or less, comprised of **1(One)Bed Room,1(One)Toilet,1(One)Study Room,1(One)Open Terrace on the FIRST FLOOR** and **1(One)Bed Room,1(One) Toilet,1(One)Drawing-cum-Dining Hall,1(One) Kitchen, Verandah,1(One)Open Car Parking on the GROUND FLOOR**, of the said 2(Two) Storied Bungalow, as morefully and particularly described in the said Schedule hereunder written, together with all easement right, proportionate undivided share of land along with the all right of use of common portion and common facilities thereto and free from all encumbrances charges, attachments, liens, impendence and acquisition or requisition in any manner whatsoever, hereto together with the exclusive right to own, use, occupy and/or to transfer the said 1(One) Bungalow namely "____";"UNIT No. ____" and being described in the Schedule-B written hereunder **AND** together with the proportionate undivided share of land also along with the right of use of common portions and common facilities attached thereat **AND** also the right to use and enjoy all the rights, liberties appurtenance whatsoever thereto **AND** reversion or reversions, remainder or remainders and to receive rents issues and profits arising out of the properties being hereby conveyed and **ALL THAT** the piece or parcel of 1(One) Residential Bungalow namely "____";"UNIT No. ____" under (R.S. & L.R Dag No. _____, under L.R. Khatian No.1034) Plot area of Bastu Land measuring about **1344 Sq.Ft.** be the same a little more or less, to be constructed on the said plot of land, having constructed area measuring about **1031 Sq.Ft.**(i.e. First Floor 376 Sq.Ft. & Ground Floor 655 Sq.Ft.)be the same a little more or less, comprised of **1(One)Bed Room,1(One)Toilet, 1(One)Study Room,1(One)Open Terrace on the FIRST FLOOR** and **1(One)Bed Room, 1(One)Toilet,1(One)Drawing-cum-Dining Hall,1(One)Kitchen,Verandah,1(One) Open Car Parking on the GROUND FLOOR**, the said 2(Two)Storied Bungalow, as morefully described in the Schedule-B hereunder written, together with undivided impartibly proportionate share of land including undivided interest in the common area and facilities attached therein, along with all necessary fittings and fixtures attached therein and thereto and also along with the right of use of common portions and common facilities there at the estate right title interest property claim and demand whatsoever of First Part/Second Part

into and upon the portion hereby conveyed or expressed or intended so to be and every part or parts thereof respectively or arising out there from **TOGETHERWITH** there and every of their respective rights liberties and appurtenances whatsoever to and unto the use of the Third Part free and clear and freely and clearly and free from all encumbrances, trust, liens, lispense, mortgage, attachments, encumbrances of whatsoever (save only those as or are expressly mentioned herein)and **TOGETHERWITH** easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said premises and the said portions or unit (including the said undivided impartibly proportionate share of land in the said premises and/or the said interest in respect of the said portions and/or all schedules)by the Co-Owners or other Bungalows as mentioned in the Schedule here under written **TO HAVE AND TO HOLD** the undivided impartibly proportionate share of land of the said premises in respect of the said portions and all other benefits and rights and/or the said interest hereby sold and conveyed transferred or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and for forever and also subject to the Third Part covenants contained herein and written hereunder and also subject to the Third Part paying and discharging all taxes, maintenance charges and impositions on the said portions or unit wholly and the building and particularly the common portions proportionately.

II. **THE FIRST PART/SECOND PART DOTH HEREBY COVENANT WITH THE THIRD PART AS FOLLOWS:-**

a) The interest which the First Part/Second Part doth hereby propose to transfer subsists and the First Part/Second Part has the absolute right and full power and absolute authority to sell and convey unto the Third Part herein the undivided impartibly proportionate share of land in respect of the said portions being hereby sold and/or conveyed.

b) It shall be lawful for the Third Part from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the properties hereby conveyed and every

part thereof and to receive rents issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the First Part/Second Part or any person or persons claiming through under or interest for the First Part/Second Part unless otherwise expressly mentioned herein and free and clear from and against all manner of encumbrances, trusts, disturbances, liens, attachments, mortgages, debts and/or encumbrances of whatsoever manner or nature save only those as are expressly contained herein and/or in the Agreement for sale.

c) The First Part/Second Part shall from time to time and at all times hereafter upon every request and at the cost of the Third Part make to acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things of whatsoever manner or nature for further better or more perfectly assuring the properties hereby conveyed unto the Third Part and in the manner aforesaid.

d) The First Part/Second Part shall unless prevented by fire or some other irresistible forces from time to time and at all times hereafter upon reasonable request and the costs of the Third Part or the their Attorney or Attorneys and/or Agents and/or before or at any trial examination Commission Tribunal Board or Authority for inspection or otherwise as occasion shall require shall produce the title deed or deeds (which are in possession of the First Part/Second Part) of the said premises and also at the like request and costs of the Third Part deliver the Purchaser such attested or other copies or extracts there from as the Third Part may require and will in the meantime unless prevented as aforesaid and keep the same saved unobliterated and uncanceled.

e) The First Part/Second Part shall not do anything or make any grant or terms whereby the rights of the Third Part hereafter may be prejudicially affected.

f) The First Part/Second Part shall duly fulfill and perform all his respective obligations and covenants elsewhere herein expressly contained.

g) The free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the First Part/Second Part well and sufficiently saved, kept harmless and indemnified from or against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the First Part/Second Part or any other persons lawfully claiming or claiming under or in trust for the First Part/Second Part.

h) The First Part/Second Part are bound jointly and severally by the covenants made by them in this "DEED OF CONVEYANCE".

III. THE THIRD PART DOETH HEREBY COVENANT WITH THE FIRST PART/SECOND PART AS FOLLOWS:

a) To observe fulfill and perform the covenants hereunder written including those for the common purpose described in the Schedule written hereunder and shall regularly pay and discharge all taxes and impositions on the said portions or unit wholly and the common expenses proportionately as morefully and particularly described in the said Schedule hereunder written and all other outgoings in connection with the said Portions or unit wholly and this residential building and particularly the common portions proportionately.

b) Until the said 1(One)Bungalow namely "DOPATI(G+1)", "UNIT No.D-306" with Proportionate share of land in the Schedule-A and Schedule-B hereunder written, the Third Part shall regularly and punctually pay his proportionate share of Panchayat taxes and shall indemnify and keep indemnified the First Part/Second Part against non-payment thereof.

c) The Third Part from time to time and at all times agree to the Association (if formed) to pay of Third Part proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the **SCHEDULE** hereunder written.

- d) The Third Part shall maintain the said common portion and the 1(One) Bungalow namely " _____ ", "UNIT No. _____ " hereby sold and conveyed in good conditions.
- e) The Third Part shall upkeep the walls of the said portions and partition walls, sewers, drains, pipes and other fittings and fixtures appurtenances thereto.
- f) The Third Part shall not at any time demolish or cause to be demolished, damage or cause to be damaged any part in their own portion of the said Bungalow and/or any fiction or upgraded thereof which will weaken the main structure or any part thereof of the building or do any such things without approval of other Bungalow Owners and/or co-owners, Association/Society (If formed), as well as permission of the Gram Panchayat and/or Appropriate Authority.
- g) It is hereby further agreed between the both parties hereto that the Third Part shall become member of the Association/Society of Bungalows Owners and/or Co-Owners of the said building as and when it is formed for the upkeep and maintenance of the said building and common areas mentioned in the schedule hereto and Third Part shall observe the Rules and Regulations to be formed by the said Society/Association.
- h) That the Third Part shall abide by the bye-laws, regulations etc. of the Association of the Bungalow Owners and/or Co-Owners in the said building and shall bear and pay all the common expenses, such as proportionate cost of maintenance, repair, replacement of the common areas of the residential building, e.g. outer wall, staircase, lobby, entrance, terrace, landing, structure, rainwater pipes, water tank and reservoir, plumbing, electrical wirings drainage, common parts of the fixtures, cleaning expenses, security expenses, service-charge etc.
- i) The Third Part shall not cause or allow to be caused the common areas and spaces to become dirty and shall not accumulate or throw dirty, refuse, garbage, rubbish in the said unit or in the common areas or spaces.

j) The proportionate undivided interest of the Third Part to the land shall remain undivided at all times with the other co-owners who may here before or hereafter have got right, title and interest in other Bungalows and it is declared that the interest in land remain impartibly.

k) Every Purchaser/Purchasers shall must be pay to the First Part/Second Part a proportionate share of the total quotation value to be received from WBSEDCL towards the common electricity connection cost of the payment, the equal amount for the cost of bringing the Main Meter for this project. Extra charges for the separate own electric meter will be installed in the name of the Purchaser/Purchasers for the said Bungalow and the First Part/Second Part will arrange for the same, at the cost of the Purchaser/Purchasers.

l) That the Third Part will co-operate with the other Bungalow owners in the said Premises if an Association, Syndicate or Limited Company as may be formed and constituted by the owner of the Units/Bungalows/Car Parking Spaces and the First Part/Second Part will assist and cooperate with all the Bungalow owners in the said premises, if necessary for such formation.

m) That the Purchaser/Purchasers herein like other Purchaser/Purchasers of similar type Bungalows shall be liable to pay proportionate maintenance charges and repairing charges of all common areas and common parts thereon from the date of handing over of the possession the said Bungalow.

n) That the Purchaser/Purchasers no changes in the elevation or structural modification is allowed in any of the extension or facia of the said bungalow unit. if formed in this circumstances it will be Demolished.

o) That the Any changes only in the interior plan or structure within the bungalow unit has to be approved from the developer only and the same work will be done by the

team selected by the Developer only. And the additional cost will be borne by the bungalow unit owner and will be liable to be paid to the developer.

p) The Third Part shall have no claim and/or right of any nature or kind over and in respect of the terrace and roof of the said Bungalow and the First Part/Second Part And Third Part shall have the no right to make additional storages or put additional structures on the roof and/or terrace as may be sanctioned by the Gram Panchayat or any other competent authority and such properties shall be the properties. The Third Part and/or co-owners(after purchased the own Bungalow) hereto who will be entitled to determine the use thereof and also be entitled to dispose it of in any manner they like and that the Third Part shall not be entitled to raise any objection or to put up any claim of any nature or obstruction thereto and towards that, the Third Part hereby accord their irrevocable consent.

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT the piece or parcel of Bastu land measuring about 1747 Decimal be the same a little more or less, of R.S. & L.R.Dag No-162,163,166,167,168,169,170,171, 172,173,174,175,176,177,178,179,180,335,162,162/860,162/861 under R.S./L.R Khatian No.513, 514,601, (New L.R.Khatian No.1034)comprised of and contained within the limits of Mouza-Khanjanpur, J.L. No.35, under Sattore Gram Panchayat, P.S.-Panrui. (Bidyadharpur Road), District-Birbhum, Pincode-731236, Additional District Sub-Registrar at Bolpur, District Sub-Registrar at Birbhum. Additional Registrar Of Assurances I,II,III,IV Kolkata, State-West Bengal, which is butted and bounded by that is to say:

ON THE NORTH :	Dag No.163,179,180,181,197.
ON THE SOUTH :	Sobuj Potro Phase-I, Dag No. 162,354,355,356.
ON THE EAST :	Dag No.171,172,173 & Metal Road.
ON THE WEST :	Plot No. 137,139,160,161,162,163,155,180,464,861.

THE SCHEDULE "B" ABOVE REFERRED TO:

ALL THAT the piece or parcel of 1(One)Residential Bungalow namely " _____ (G+1)", "UNIT No. _____" under (R.S. & L.R Dag No. _____, under L.R. Khatian No.1034) Plot area of Bastu Land measuring about 1344 Sq.Ft. be the same a little more or less, to be constructed on the said plot of land, having constructed area measuring about 1031 Sq.Ft.(i.e. First Floor 376 Sq.Ft. & Ground Floor 655 Sq.Ft.)be the same a little more or less, comprised of 1(One)Bed Room,1(One)Toilet,1(One)Study Room,1(One) Open Terrace on the **FIRST FLOOR** and 1(One)Bed Room,1(One)Toilet,1(One) Drawing-cum-Dining Hall,1(One)Kitchen,Verandah,1(One)Open Car Parking on the **GROUND FLOOR**, of the said 2(Two)Storied Bungalow, together with undivided, proportionate share of land of the **SCHEDULE-A** property and all other common facilities and all other benefits attached therein, which is butted and bounded by that is to say:-

ON THE NORTH : _____.

ON THE SOUTH : _____

ON THE EAST : _____.

ON THE WEST : _____.

THE SCHEDULE "C" ABOVE REFERRED TO
(RESTRICTIONS/HOUSE RULE)

1. As from the date of possession of the said Schedule-B property the Purchaser/Purchasers agrees and covenant:
 - (a) To co-operate with the other co-purchasers and in the management and maintenance of the said project.
 - (b) To observe the rules framed from time to time by the Developer/Facility Management Company/Bungalow Owner's Association.
 - (c) To use the said Bungalow/Unit and the properties appurtenant thereto for residential purposes and for no other purposes whatsoever without the consent in writing of the Developer/FMC.
 - (d) To allow the Developer/Seller with or without workmen to enter into said Bungalow/unit and the properties appurtenant thereto for the purpose of maintenance and repairs with prior information.

(e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes proportionately for the projects and/or common parts/areas and wholly for the said Bungalow/unit and the properties appurtenant thereto and/or to make deposits on account thereof in the manner mentioned hereunder to the Developer and upon the formation to the facility Management Company/Owner's Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Bungalow/Unit and the properties appurtenant thereto has been taken or not by the Purchaser/Purchasers. The said amounts shall be paid by the Purchaser/Purchasers without raising any objection thereto regularly and punctually within 7 days of demand to and First Part/Second Part and upon formation to the facility management Company/Bungalow Owner's Association.

(f) To deposit the amounts reasonably required with the First Part/Second Part and its formation with facility Management Company/Bungalow Owner's Association towards liability rates and taxes and other outgoings.

(g) To pay charges for electricity in or relating to the said Bungalow/Unit and the properties appurtenant thereto wholly and proportionately relating to the common parts.

(h) Not to subdivide the said Bungalow/Unit and the proportions appurtenant thereto and/or the Parking Space if allowed or any portion thereof.

(i) To maintain or remain responsible for the structural ability of the said unit and not go do anything which has the effect of affecting the structural stability of the building.

(j) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Bungalow/Unit and properties appurtenant thereto or the compound or any portion of the building.

(k) Not to store or bring and allow to be stored in the said Bungalow/Unit and the properties appurtenant thereto any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or portion of any fittings or fixtures thereof including windows, doors, floors etc in any manner.

(l) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.

(m) Not to fix or install air conditioners in the Bungalow/Unit and the properties appurtenant thereto save and except at the places which have been specified in the said Bungalow/unit and the properties appurtenant thereto for such installation.

(n) Not do or cause anything to be done in or around the said Bungalow/Unit and properties appurtenant thereto which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Bungalow/Unit and the properties appurtenant thereto interfere with the use and right and enjoyment thereof or any open passages or amenities available for common use.

(o) Not to damage or damage or demolish or cause to be damaged or demolished the said Bungalow/unit or any part thereof or the fittings and fixtures affixed thereto.

(p) Not to close or permit the closing of verandahs or balconies and also not to alter or permit any alteration in the elevation and outside colour scheme of external doors and windows including grills of the said Bungalow which in the opinion of the Developer

differs from the colour scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.

(q) Not to install grills on the extended part of the Bungalow /unit, the design of which have been approved by the Architect.

(r) Not to do or permit to be done any act or thing which May render void or make voidable any insurance in respect of the said Bungalow/unit and the properties thereto or any part of the said building or cause increased premium to be in respect thereof if the building is insured.

(s) Not to make in the said Bungalow/unit any structural addition and/or alterations such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer/FNC and with the sanction of the authority concern and/or any other concerned authority as the case May be.

(t) The Purchaser/Purchasers shall not fix or install any antenna on the roof or terrace of the said Bungalow nor shall fix any window antenna.

(u) Not to use the side Bungalow/Unit or permit the same to be used for any purposes whatsoever other than as an residence and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the said Bungalow or to the owner and occupiers of the neighbouring Bungalow or for any illegal or immoral purpose or as a Boarding House, Club house, Nursing House, Amusement or Entertainment Center. Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.

(v) The Purchaser/Purchasers shall not keep in the parking space anything other than private motor car or motor cycle/scooter and shall not raise or put up any kaccha or pucca constructions, grills wall or enclosure thereon or part thereof and keep it always open as before. Not to permit any person to reside in the car parking space.

(w) Not to use or permit to be used the allocated car/scooter parking space for any other purposes whatsoever other than parking of her own car/scooter.

(x) Not to park car /scooter on the pathway or open spaces of projects or at any other place except the space purchase by her and shall use the pathways would be decided by the Developer.

(y) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or visible to the outsiders.

(z) To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the facility Management Company/Bungalow/Unit Owner's association and after its formation to comply with and/or adhere to the building rules and regulations of such Facility Management Company/Bungalow Owner's Association.

2. The Purchaser/Purchasers agrees that.

(a) The Purchaser/Purchasers shall pay regularly and punctually within 7th of every month, in advance and month by month the common expenses as described in the **Schedule-B** hereunder written at such rate as may be decided, determined and apportioned by the Developer/FMC to the payable from the building to the Facility

Management Company/ Bungalow Owner's Association such payments are required to be made without any abatement or demand.

(b) The proportionate rate payable by the Purchaser/Purchasers for the common expenses shall be decided by the Developer from time to time and the Purchaser/Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchaser's Bungalow/Unit only and proportionate for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser/Purchasers shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building to the Facility Management Company/Bungalow Owner's Association in terms of these presents, the employees of the Developer such as watchmen, security staff, etc. shall be employed and/or absorbed in the employment of such Facility Management Company/Bungalow Owner's Association with continuity of service and on the same terms and conditions of employment with Developer and the Purchaser/Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.

(c) To pay to the Developer facility Management Company/Bungalow Owner's Association such amounts for the aforesaid purpose as may be demanded by the authority.

(d) So long as each Bungalow/ Unit in the said Projects shall be separately mutated and assessed, the Purchaser/Purchasers shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss electricity while in transmission to the Developer, such proportion is to be determined by the Developer on the basis of the area of such Bungalow/Unit in the said Building.

3. The Purchaser/Purchasers has further agreed that.

i) The right of the Purchaser/Purchasers shall remain to the said Bungalow/Unit and Properties Appurtenant thereto.

ii) The Purchaser/Purchasers shall not have any right claim in respect of the other portions of the said building or the premises save and except anything specifically mentioned heretofore.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the above named OWNER/VENDOR at Kolkata in presence of:

WITNESSES:

1.

2.

(OWNER/VENDOR)

SIGNED, SEALED AND DELIVERED by the above named DEVELOPER at Kolkata in the presence of:

WITNESSES:

1.

2.

(DEVELOPER)

SIGNED, SEALED and DELIVERED by the above named PURCHASERS at Kolkata in the presence of:

WITNESSES:

1.

2.

(PURCHASERS)

Drafted by

MEMO OF CONSIDERATION

RECEIVED from the PURCHASERS within named and within mentioned being sum of Rs. _____/-(Rupees _____)Only as Total Consideration as per memo below:-

MEMO

1.	_____.	Rs. _____/-
	Total	Rs.20,00,000.00/-

WITNESSES:

1.

2.

(OWNER/VENDOR/DEVELOPER)