

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ day of _____, 2023

BY AND BETWEEN

(1) MR. ASHOK KUMAR BOTHRA (PAN NO. ADHPB6473E), (AADHAAR NO. 6813 9416 6843), (MOBILE NO. +91-9830416551) son of late Chhatrapati Bothra alias Chhatrapati Bothra, by faith - Hindu, by nationality Indian, by occupation - Business, **AND (2) MRS. KUSUM BOTHRA (PAN NO. AEAPB1205Q), (AADHAAR NO. 3542 8722 7597), (MOBILE NO. +91-9330589979)**, wife of Mr. Ashok Kumar Bothra, by faith - Hindu, by nationality Indian, by occupation – housewife, both are residing 33, Bondel Road, Karaya, Post Office - Ballygunge, Police Station - Karaya, Kolkata – 700 019, District – South 24 Parganas, represented by its constituted attorney **SRIJI NPR REALTY LLP (PAN NO. ABMFM8883A)**, a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at “Biowonder”, 14th Floor, Unit No. 1402, 789, Anandapur, Post Office - Anandapur, Police Station - Anandapur, Kolkata – 700107, District- South 24 Parganas, represented through its authorised signatory, **MR. _____ (PAN NO. _____) (AADHAAR NO. _____), (MOBILE NO. +91-_____)**, son of Mr. _____, by faith - _____, by nationality _____, by occupation – _____, residing at _____, hereinafter, referred to as the “**OWNER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

SRIJI NPR REALTY LLP (PAN ABMFM8883A), a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008, having its principal place of business at Biowonder Building, 14th Floor, Unit No. 1402, 789, Anandapur, Post Office - Anandapur, Police Station - Anandapur, Kolkata – 700 107, District- South 24 Parganas, represented through its authorised signatory, **MR. _____ (PAN NO. _____) (AADHAAR NO. _____), (MOBILE NO. +91-_____)**, son of Mr. _____, by faith - _____, by nationality _____, by occupation – _____, residing at _____, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **SECOND PART**.

AND

[If the Purchaser is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Purchaser is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

(The expression "Owner" and the "Developer" are, collectively, referred to as the "**Promoters**" and the expression "Owner", "Developer" and "Purchaser" are, hereinafter, collectively, referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

- A. The Owner is the absolute and lawful owner of the property as more fully described in the **FIRST SCHEDULE** hereunder written (the "**SAID LAND**") as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.

- B. The Owner wanted to have constructed on the Said Land, a residential building/complex comprising a multistoried building having apartments/flats and other areas together with common areas required for beneficial use and enjoyment of the proposed building complex.
- C. The Owner for the purpose of having the Said Land developed as stated above entered into an agreement with the Developer dated the 25th day of August 2021, registered in the office of D.S.R.-II, South 24 Parganas, West Bengal, recorded in Book no. I, Volume no. 1602-2021, Pages from 273423 to 273471, being No. 160206852 for the year 2021, (the "**SAID AGREEMENT**") and in lieu of the consideration recorded therein, granted in favour of the Developer herein, *inter alia*, the sole and exclusive right to develop and deal with the Said Land amongst several other rights, powers and authorities granted thereunder.
- D. In terms of the said Development Agreement the Owner has granted a power of attorney dated the 4th day of September, 2021, registered in the office of D.S.R.-II, South 24 Parganas, West Bengal recorded in Book No. I, Volume No. 1602-2021, Pages from 301096 to 301126, being No. 160207242 for the year 2021, (the "**POA**") to the Developer to enable the Developer to do various work for construction and development of the Said Land.
- E. A building plan was thus caused to be got sanctioned by the Developer from the Rajpur Sonarpur Municipality being building permit bearing No. _____ dated _____ (the "**SAID PLAN**") The Said Plan provided for construction of a residential project comprising of one multi-storeyed apartment building including car parking spaces and other areas and also common areas and the said project has been christened to be known as "**THE AVALON HEIGHTS**" ("**COMPLEX**").
- F. The Developer, in due course, caused the said Complex to be registered with the authority constituted under the relevant provisions of the Real Estate (Regulation and Development) Act 2016 as made applicable in the state of West Bengal (the "**ACT**") read with the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- G. By an agreement for sale dated _____ (the "**SALE AGREEMENT**"), which was registered in the office of _____, in book no. _____, volume no _____ pages _____ to _____ being no _____ for the year _____, the Developer and the Owner agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** the residential apartment (the "**FLAT**") **with** the permission to park medium sized light motor vehicles/cars (as a facility and/or benefit attached with the Flat without charging any consideration) to be earmarked and/or identified and/or designated by the Promoter in due course as permissible under the applicable law(s) to be considered and/or always to be considered as 'limited common area' with the meaning of the West Bengal Apartment Ownership Act 1972 (collectively "**PARKING SPACES**") together with pro rata share (the "**SAID SHARE**") in the common areas as defined under clause (n) of section 2 of the Act (collectively the "**COMMON AREAS**") as also the right to use (along with other occupants and maintenance staff etc. of the Complex) the Common Areas (the "**RIGHTS**") all of which were morefully defined in

the relevant schedule to the Sale Agreement and are also more particularly described in **Part I, Part II, Part III, Part IV and Part IV** respectively of the **THIRD SCHEDULE** hereunder written (collectively the "**SAID APARTMENT**").

- H. The Developer has since completed the construction of the Complex including the Flat and the Parking Spaces as also the Common Areas (which includes the Said Share). The Developer has also since obtained the completion certificate of the Complex from the competent authorities being no. _____ dated _____.
- I. The Purchaser has since paid the entire consideration of the Said Apartment to the Developer and the Promoters have put the Purchaser in possession of the Flat as also the Parking Spaces and the Promoters has now called upon the Purchaser herein to complete the transfer/conveyance of the Said Apartment which the Purchaser has agreed to complete by these presents.
- J. The Purchaser has made himself fully satisfied about the right, title and/or entitlement of the Owner to the Said Land, the Said Plan, the construction made by the Developer, all background papers, the right of the Promoters to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.
- K. The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein. In particular, the Purchaser has understood and has accepted the under mentioned scheme of the development of the Complex.
 - a) **Development of Complex:-** The Developer is developing the Complex on the Said Land in terms of the Said Plan.
 - b) **Extent of Rights:-** The rights of the Purchaser is limited to the ownership of the Flat, Permission to park vehicle in the Parking Spaces, the Said Share in the Common Areas and the Rights to use such Common Areas along with rights appurtenant and/or attributable thereto. The Purchaser agrees and accepts that the Purchaser has been made aware of the fact that the Common Areas of the Complex shall, in due course of time, be transferred to the association of the allottees/purchasers of flats/units/constructed spaces of the Complex (the "**ASSOCIATION**") as per the prevailing laws. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim of ownership, contrary thereto.
 - c) **Common Areas (comprised within the Complex) subject to change:** The Common Areas which are comprised within the Complex shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer for better use and enjoyment of the Common Areas without, however, affecting the rights of the Purchaser prejudicially and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas.

d) **User Rights in Common Areas:-** Notwithstanding the Said Share of the Purchaser in the Common Areas and/or the transfer of the Common Areas to the Association under the prevailing law(s) the Purchaser shall have the right to use the Common Areas comprised within the Complex to the extent required for beneficial use and enjoyment of the said Flat and/or the Parking Spaces and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim of ownership contrary thereto.

L. In pursuance of the aforesaid and by these presents the Said Apartment is being conveyed and/or transferred by the Promoters to the Purchaser.

1. NOW THIS INDENTURE WITNESSETH THAT:

In the premises aforesaid and in pursuance of the Sale Agreement and in consideration of the sum of **Rs.**_____ (**Rupees** _____) only paid by the Purchaser to the Developer at or before the execution hereof (the receipt whereof the Owner and the Developer do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the consideration to the Owner to the extent apportioned towards their proportionate share in the Said Land attributable to the Said Apartment and of and from the payment of the same and every part thereof the Promoter, being the Owner and the Developer and each of them do hereby forever release discharge and acquit the Purchaser and the Said Apartment and its appurtenances) the Owner and the Developer and each of them doth hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Flat, the permission (without consideration) to use the Parking Spaces, the Said Share, the Common Areas and the Rights as per details given in **PART – I, PART - II, PART III, PART IV and Part V** respectively, of the **THIRD SCHEDULE** hereunder (herein before as also hereinafter, collectively, the “**SAID APARTMENT**”) **TO HAVE AND TO HOLD** the Said Apartment unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Apartment or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Apartment **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoters into or upon the Said Apartment **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Apartment wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the Said Share, being the undivided proportionate indivisible share of the Purchaser in the Common Areas and the Rights being the right of user and enjoyment of the Common Areas thereof shall always be deemed to have been conveyed to the Purchaser by the Promoters with the said Flat and/or the permission to park cars in the Parking Spaces even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

2. PURCHASER'S COVENANTS:

The Purchaser doth hereby, agree, accept and covenant with the Promoters that the Purchaser:

1. **Inspection of Plan/Fixtures/Fittings:** has, inter alia, inspected and verified all the documents as also the Said Plan of the Complex and/or the said Flat and the Parking Space and is satisfied in respect thereof and/or the construction of the Complex and the condition and description of all fixtures and fittings installed and/or provided therein and also to the nature, scope and extent of benefit or interest of the Purchaser in the Complex and/or in the Common Areas.
2. **User:** shall use the said Flat for residential purposes and for no other purpose whatsoever. The service areas located within the Complex, shall be always deemed to have been earmarked for purposes such as the parking spaces and services including but not limited to electric meter room, underground water tanks, maintenance and service rooms, fetc. and other permitted uses as per the Said Plan and/or the revised plans as mentioned herein and that the Purchaser shall not be permitted to use the service areas in any other manner whatsoever, other than those so earmarked for specified purposes, and all such spaces shall be reserved for use by the Promoters and/or the Association, as the case maybe, for rendering maintenance services and/or use for specified purposes;
3. **Use of Common Areas:** shall, along with other purchasers/ occupants of other apartments/units in the Complex be entitled to use and enjoy only such of the Common Areas which would be earmarked and/or designated for common use by the Promoters and/or as so permitted under the Act.
4. **Payment of Rates and Taxes:** pay, (on and from the "Deemed Date of Possession" of the said Flat and the Parking Spaces as mentioned in the Notice of Possession , i.e. the date as may be so decided by the Developer and notified as such to all the allottees/ purchasers including the Purchaser herein) all Property taxes, charges, levies and impositions payable as owner or the occupier of the said Flat and the Parking Spaces as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer. The Purchaser hereby undertakes to cooperate with the Promoters to facilitate the assessment of the said Flat as a separate unit. However till such assessment is made the Purchaser covenants to reimburse to the Developer and/or the Association, as the case maybe, the Purchaser's proportionate tax paid by the Developer and/or the Association, as the case maybe, from the "Deemed Date of Possession". In this regard, the Purchaser specifically agrees to be under obligation to pay to the Developer or the Association, as the case may be, within 15 (fifteen) days of demand by the Developer or the Association, as the case maybe, the Purchaser's share of security deposit and/or the security deposit exclusively payable by the Purchaser for the said Flat, as the case may be, as may be so demanded by the concerned authority for electricity connection to the said Flat in the the building in which the said Flat is situated;

5. **Colour Scheme/Modifications:** shall not change/modify or alter the external façade (on all sides) of the said Flat and/or will not cause to be changed and/or modified (along with other occupants of the Building in which the said Flat is situated) the external façade of the Building on all sides in any manner whatsoever and/or not to change/modify or alter the colour scheme of all areas/ surfaces of the said Flat which are part of the exterior elevation and/or part of the exterior colour scheme of the Complex.
6. **Good Order and Condition:** shall keep the interiors of the said Flat and the amenities and conveniences therein in good order and condition, normal wear and tear excepted and shall not do or caused to be done anything in or to the building, or the said Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the said Flat and shall keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Complex is not in any way damaged or jeopardized;
7. **Necessary Repairs and Maintenance:** shall carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the said Flat between reasonable hours on working days without causing any annoyance, nuisance and/or disturbance to the other co-buyers and/or co-occupiers of the Complex;
8. **Observance of Laws:** shall observe all laws, rules and/or regulations and further ensure that under no circumstances, the Promoters are held responsible or liable for any liability, whatsoever, for the same. The Purchaser shall abide by and observe at all times the regulations framed by the Developer and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex and shall also abide by the Applicable Laws;
9. **Intimation About Tenant:** shall inform the Developer or the Association, as the case may be, about the particulars including address, email-id and telephone number of the tenants/transferee etc. if the Purchaser lets out or sells the said Flat;
10. **Air Conditioning / Outdoor AC Unit / Split Air Conditioner:** shall put up the outdoor AC unit / split unit, as the case maybe, in the ledge and/or designated space provided by the Developer and shall use only the route earmarked, if any, to take refrigerant piping etc., which the Purchaser shall have to strictly follow while installing AC units. The Purchaser shall not install any window air-conditioning units anywhere in the said Flat.
11. **Cooperation with other co-buyers or co-occupiers:** shall co-operate with the other co-buyers and co-occupiers of the Complex, the Promoters and/or the Association, as the case maybe, in the management and maintenance of the said Flat and the Complex and shall abide by the directions and decisions of the Promoters and/or the Association, as the case maybe, as may be made from time to time in the best interest and peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex;

12. **Damages/contribution for common installations:** shall pay to the Developer or the Association, as the case maybe, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Complex, that has been caused by the negligence and/or wilful act of the Purchaser and/or any occupier of the said Flat and/or family members, guests or servants of the Purchaser or such other occupiers of the apartment/flats;
13. **Signing of Documents:** shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoters and other co-buyers and/or co-occupiers of the Complex
14. **Drawing of Electrical Wires and Cables:** shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the other co-buyers and/or co-occupiers of the Complex. The main electric meter shall be installed only at the common meter space in the Complex. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Complex, the Said Land and outside walls of the building save and except in the manner indicated by the Developer or the Association, as the case maybe;
15. **Neon signs, hoardings etc.:** shall not object to the Developer or the Association, as the case maybe, putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas.
16. **Domestic Help(s)/Driver(s)/Pet(s):** shall remain fully responsible for any domestic help(s) or driver(s), maid(s) etc. employed by the Purchaser and any pets kept by the Purchaser; The Purchaser shall ensure that the domestic help(s)/service provider(s) visiting the said Flat and/or employed by the Purchaser shall use only the common toilet(s) and while so using, keep the common toilets clean and dry.
17. **Cable / Telecom / Broad-Band etc.:** shall avail the connectivity of cable, telecom/ broadband/ other similar telecom and IT facilities to the Complex as maybe so provided by the Developer and shall be at liberty to avail the same and for the purpose may enter into agreement / contract (on such terms and conditions and for such period as the Developer shall so decide) with the service providers operating within the Complex for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Developer within the Complex and which would be declared to be common facilities by the Developer. These contracts/ agreements, if any, entered into by the Developer shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building of the Complex

or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the flat/units.

18. The Purchaser (after taking possession of the said Flat) shall not:

1. **Repair:** ask the Developer to undertake any repair or rectification work in the said Flat nor the Purchaser shall refuse or neglect to carry out any work after the Purchaser had taken possession thereof, directed by a competent authority and/or the Association, as the case maybe, to be executed in the portion of the building specifically attributable and/or relevant to the said Flat, and shall not require or hold the Promoters liable for execution of such works;
2. **Complaint:** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the said Flat and/or the amenities, utilities and/or facilities provided in the said Flat and/or the Parking Spaces and/or in the Complex after the execution of these presents.
3. **Nuisance:** do, allow or cause to be done anything within or in the vicinity of the said Flat and/or the Parking Spaces, which may cause nuisance or annoyance to others. The Purchaser shall not make or permit any disturbing noises in the said Flat by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other co-buyers and/or co-occupiers of the Complex;
4. **Storage of Hazardous Goods:** store or bring or allow to be stored and brought in the said Flat and/or the Parking Spaces any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the said Flat or install and operate any machine or equipment save usual home appliances and shall take care while carrying heavy packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the Complex and in case any damage is caused to the building and/or the said Flat and/or the Parking Space on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages.
5. **Illegal or Immoral Use:** use or permit the user of, any portion of the said Flat, for any illegal or immoral activities.
6. **Cleanliness:** not accumulate or throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in or about the said Flat and/or the Parking Spaces or any portion of the Said Land and the building in which the said Flat is situated, other than in the area earmarked for the such purpose;
7. **Hindrances:** obstruct and/or block and/or keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors ,any pathways, driveways, passages, side-walks, lobbies and other places of common use in the Complex in any manner;

8. **Obstruction or Build:** do any act, deed or thing whereby the rights of occupiers of other flat owners in the Complex is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the said Flat. The Purchaser shall not build, erect or put upon the Common Areas any item of any nature whatsoever; The Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Complex in any manner;
9. **Put up Letter box/signage:** not put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the said Flat or on the outside wall of the Complex so as to be visible from outside the said Flat. Save at the place as be approved or provided by the Developer, nothing contained herein shall, however, prevent the Purchaser to put a decent name plate on the outer-face of the main door of the said Flat.
10. **Object to the installations:** not object to the erection, and maintenance of communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Complex, which may be allowed to be put up to ensure better connectivity and/or better network within the Complex and/or to augment the financial resources of the Association without the Purchaser being required to pay any charges for the same to anyone.
11. **Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the said Flat; In this regard the Purchaser shall not demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor make any alteration in the elevation of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat. In this regard, the Purchaser further covenants that the Purchaser shall not sub-divide the said Flat and/or any part or portion thereof; The Purchaser shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions; even with collapsible gate/grill. The Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Flat; The Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
12. **Trademark of the Developer:** use the name/mark of the Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the said Flat and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark of the Developer;
13. **Installation of Grills etc.:** not install grills/collapsible gate , the design of which has not been suggested and/or approved by the Developer or in any other manner do

any other act which would affect or detract from the uniformity and aesthetics harmony, beauty of the exterior or surroundings of the building comprised within the Complex;

14. **Use of Parking Space:** not keep in the Parking Space, anything other than one medium sized car (for each parking space so allotted) or two-wheeler or use the said Parking Space for any purpose other than parking of such cars or two wheelers or raise any "kucha" or "pacca" construction, grilled wall/collapsible gate /enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
15. **Parking in Common Areas:** not park or allow its vehicle to be parked in the pathway or open spaces (non-sanctioned) in the Complex or any part or portion thereof, save and except the permission to use the Sanctioned Parking Spaces allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors to the Complex, if there be any.

3. PROMOTER'S COVENANTS:

- a. The Promoters doth hereby profess that the title transferred to the Purchaser in the said Flat subsists and that the Promoters has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title hereby conveyed to the Purchaser.
- b. The Promoters doth hereby covenant with the Purchaser that the Promoters in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Apartment if so required.
- c. The Promoters, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser cause to be produced to the Purchaser the attorneys of the Purchaser or agent, as the case may be, for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Purchaser and in due course of time, handover all such title deeds to the Association.

4. MUTUAL COVENANTS:

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. **Transfer/conveyance of Common Area:** The Purchaser has been categorically made aware by the Promoters that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Purchaser is being transferred as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Promoters that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the said Act read with the said Rules as is applicable in the state of West Bengal) the Promoters would be under obligation, inter alia, to transfer the Common

Areas to the Association, when formed. The Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, if so required by the Promoters and/or by the registering authority and upon receiving a request thereto from the Promoters sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Promoters. In case the Purchaser refuses to or delays in getting such transfer done within the time required by the Promoters or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoters shall as the constituted attorney of the Purchaser be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

2. **Maintenance of Common Area:** Till the formation of Association the management and administration of the Common Area comprised within the Complex shall then be under the control of the Promoters till such time that the Association under the West Bengal Apartment Ownership Act 1972 and/or the rules made thereunder is formed.
 - i. The Promoters agree that after completion of the Complex and within such time frame as prescribed in the Apartment Ownership Act the Promoters shall take necessary steps for formation of the Association. The Purchaser shall be liable to comply with the formalities of becoming members of the Association and also to comply with the Rules and Bye-laws of the Association. For this purpose, the Purchaser will execute a power of attorney in favour of the Promoters and/or its nominee for signing the "Declaration" as provided under the West Bengal Apartment Ownership Act, 1972 and/or Rules thereof and in order to enable the Promoters to take up and complete all formalities required for formation of the Association and also for the Purchaser to become a member of the said Association.
 - ii. Within 3 (three) weeks from the date of formation of the Association the Promoters shall, (if the maintenance and management of the Complex has not been taken over by the flat owners from the Promoters) handover the maintenance and management of the Common Areas of the Complex to the Association so formed. The Deposits Sinking Fund/ Maintenance Deposit etc. paid/deposited by the Purchaser to the Promoters shall also be transferred by the Promoters to the said Association after adjustment of all dues of the Purchaser. The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Promoters, hereunder reserved.

3. Apportionment of Maintenance Expenses: The mode and manner of apportionment of maintenance expenses of the Common Areas amongst the co-owners (including the Purchaser) will be decided by the Developer so long as the Developer maintain the Complex and/or the maintenance body formed by the flat owners, as the case may be. Such apportionment of maintenance expenses shall be final and binding on the Purchaser as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within the Complex, wholly or partly, as the case may be, shall be made to the Developer or to the body formed by the flat owners or to the Association when formed. On and from the "Deemed Date of Possession" of the said Flat and the Parking Spaces as mentioned in the Notice of Possession, i.e. the date as may be so decided by the Developer and notified as such to the Purchaser herein the Purchaser will be liable to pay maintenance expenses of the Common Areas and such payment of the maintenance expenses of the Common Areas of the Complex, shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses, all maintenance services to the Purchaser can be withheld by the maintenance body of the Complex for the time being and such maintenance body shall also be entitled to discontinue the services for the period of non-payment of such expenses by the Purchaser.

i. The Purchaser's proportionate share in all matters concerning the said Flat and/or the Said Apartment, as the case maybe, shall be the proportion which the carpet area of the said Flat bears to the carpet area of all the apartments/units of the Complex. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Developer or the Association, shall be binding on the Purchaser.

ii. The Developer shall not be liable to make payment of maintenance charges for the unsold flats in the Complex for a period of 12 (twelve) months starting on and from the month from which the Developer starts and/or has started charging maintenance for the flats/units in the Complex.

4. Name of the Complex: The Complex shall bear the name **"The Avalon Heights"**.

5. Binding Effect: This Indenture and the Agreement for Sale executed heretofore contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction between, the Agreement for Sale between the Parties and this Indenture, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoters or its agents, servants or employees other than what is specifically set forth herein and/or in the agreement between the Parties.

6. Agreed Rules of Interpretation: The following are the agreed rules of interpretation of this Indenture;

- a) Words importing singular number, shall wherever applicable, include plural number.
- b) Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.
- c) Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.
- d) Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID LAND)

ALL THAT the piece and parcel of land measuring **1 Bigha 13 Cottah 3 Chittack and 33 Sq. Ft. (55 Decimal)** more or less, lying and situated at **Premises No. 222, Mahamayatala, Kolkata –700 084, in Ward No. 28, Mouza – Barhans Fartabad, J.L. No. 47, Police Station - at present Narendrapur (previously Sonarpur), Post Office – Garia, District – 24 Parganas (South), comprised in R.S. Dag No. 508, 509, 514, 515, 516, 517 and 518, R.S. Khatian No. 519, 746, 886**, as delineated in “**RED**” border on the plan annexed hereto and together with all rights advantages, privileges and easements appurtenant thereto and butted and bounded and as follows;

- On the North** : **Holding No. 307, Garia Main Road**
- On the South** : **Holding No. 423, Garia Main Road**
- On the East** : **Holding No. 550, Mondal Para Road**
- On the West** : **Holding No. 83, 85, 41, Garia Main Road**

THE SECOND SCHEDULE ABOVE REFERRED TO

(DEVOLUTION OF TITLE)

1. By a Deed of Conveyance dated 22.04.1981 registered in the office of Registrar of Assurances, Kolkata, in Book No. 1 Volume No. 183, Pages 74 to 79 being no. 3358 for the year 1981 between Bothra Synthetic Products, a partnership firm as the purchaser and Geeta Devi Mundhra and her three sons as the seller, land measuring 6 Cottah (.10 Acres), more or less, comprised in CS Dag No. 502 (Eastern Portion) under CS Khatian No. 685 with one shed and with boundary wall was purchased (the “**First Property**”).
2. By a deed of conveyance dated 17th September 1981 registered in the office of Registrar of

- Assurances, Kolkata, in Book No. 1 Volume No. 386, Pages 81 to 86 being no. 8207 for the year 1981 between Madan Chandra Bothra as the purchaser and Ram Ratan Mundhra and Sohan Lal Mundhra as the seller, "factory land with structures" measuring 96 decimal, more or less was purchased (the "**Second Property**").
3. By a Deed of Conveyance dated 30.05.1990 registered in the office of ADSR, Sonarpur, in Book No. 1 being no. 3944 for the year 1990 Sushila Bothra and Kusum Bothra purchased from Santosh Kumar Sardar as the seller, land measuring 9 cottah, 1 chittack and 23 sq.ft. (15 decimal) comprised in CS Dag No. 499 under CS Khatian no 1127 (the "**Third Property**").
 4. Mr Madan Chandra Bothra since deceased bequeathed and gave the land measuring 59 cottahs 9 chittacks (.96 decimals) to his nephews Sri Pratap Singh Bothra and Sri. Ashok Kumar Bothra by a will dated 27th November, 2002. The probate of the said will was duly granted by the Hon'ble High Court, Calcutta in P.L.A No. 309 of 2004.
 5. The owners of First Property, Second Property and the Third Property (collectively the "**Property**"), in due course, was put in a common hotchpotch. After the Property was put in the common hotchpotch the said Property are deemed to be jointly owned by Pratap Singh Bothra, Smt. Sushila Bothra, Ashok Bothra and Smt Kusum Bothra in equal shares.
 6. By a deed of partition dated 23rd October, 2008 registered in the office of Additional Registrar of Assurances – I, in Book No – I, CD Volume No 25, Pages from 61 to 83, being No. 11239 for the year 2009 Sri Pratap Singh Bothra and Smt. Sushila Bothra became the sole and absolute owner of 1 Bigha 17 Cottah 6 Chittacks and 21 sqft lying and situated in Mouza – Barhans Fartabad, P.S. Sonarpur, Sub – Registration Office – Baruipur, District – 24 Parganas (South), comprised in C.S. Dag No. 499, 502, 509, 510, 511, 512, 513, 514 and 515 and Sri Ashok Kumar Bothra and Smt Kusum Bothra became the sole and absolute owner of the Said Premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

**(SAID APARTMENT)
(PART – I)
(FLAT)**

ALL THAT the residential flat being No. _____ on the _____ floor of the building known as "The Avalon Heights" lying constructed on the land comprised within the Said Land, having a carpet area of _____ sq. ft. more or less, with the respective areas of the balcony (ies), and kitchen/ service balcony, if any, being respectively _____ square feet more or less, _____ sq. ft. more or less and _____ sq. ft. more or less, and as shown in **RED** colour on the plan annexed hereto **TOGETHER WITH** the rights, advantages and privileges appurtenant thereto, aggregating to a built-up area of _____ sq. ft. more or less, and thus aggregating to the "super built up area" of _____ sq. ft, more or less, which super built up area is to be considered only for calculation of the applicable stamp duty and registration charges and also for calculation of maintenance charges payable by the Purchaser for the Said Apartment.

(PART – II)
(PARKING SPACE)

ALL THAT the exclusive permission to park ___ (____) number(s) of medium sized light motor vehicles/cars (as a facility and/or benefit attached with the Flat without charging any consideration) in the [*covered/covered stacked/pit system/covered mechanical*] car parking space(s) in the ground floor, of the building popularly known as “The Avalon Heights” lying constructed on the land comprised within the Said Land being parking no _____ and _____ exclusively earmarked and/or identified and designated by the Developer (to the exclusion of other flats which shall and shall always be deemed to be ‘limited common area’ within the meaning of the West Bengal Apartment Ownership Act 1972) for parking of car(s) owned by the Purchaser within such space(s) **together with** the easements and/or right of way appurtenant to the beneficial use and enjoyment of all of such parking space(s).

(PART - III)
(SAID SHARE)

ALL THAT the pro rata share of the Purchaser in the common areas of the Complex which common areas shall be such to the extent applicable as defined in Part IV below.

(PART - IV)
(COMMON AREAS)

ALL THAT the common areas, facilities, amenities and/or the portions of the Complex, earmarked/meant by the Promoters for beneficial common use and enjoyment of the Purchaser/other occupants of the Complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoters and which are not earmarked as “limited common areas”.

(PART – V)
(RIGHTS)

ALL THAT the right to use (along with other occupants and maintenance staff etc. of the Complex) the common areas to the extent applicable which common areas are described in Part IV of the Third Schedule above.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(TOTAL PRICE)

Rs. _____ **/- (Rupees** _____ **)** only for the said Apartment paid by the Purchaser to the Developer as full and final payment of the total price which the Developer doth hereby acknowledged to have received.

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

EXECUTED AND DELIVERED

by the **OWNER** at Kolkata

in the presence of:

1.

2.

EXECUTED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of:

1.

2.

EXECUTED AND DELIVERED

by the **PURCHASER** at Kolkata

in the presence of:

1.

2.

Drafted By:

C.P. Kakarania

Advocate, High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser the within mentioned **Rs. _____/-**
(Rupees _____) only being the full consideration payable under these
presents for the said Apartment in the manner mentioned below.

Mode	Reference no.	Date	Bank	Amount (Rs.)
Total				_____/-

(Rupees _____ only)

Witnesses:

1.

2.

(Authorized Signatory of Developer)