

DEED OF CONVEYANCE



THIS DEED OF CONVEYANCE made this the day of **MAY 2019**,

BETWEEN

MR. _____, **PAN** _____, son of Sri/ Late _____, by occupation - _____ & **MRS.** _____, **PAN** _____, wife of Mr. _____, by occupation - _____, both by Nationality - Indian, both by faith _____, both residing at _____, P.S. _____, P.O. _____, Kolkata - _____, 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. SREE BALAJI, PAN AJLPP6658F a Sole Proprietorship firm having its registered office at 90/1, Prince Golam Hussain Shah Road, Kolkata - 700095, represented by its Proprietor **SRI MANAB PAUL, PAN AJLPP6658F**, son of Narayan Chandra Paul, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 10, New Bikramgarh, P.O. and P.S. Jadavpur, Kolkata - 700032, hereinafter referred to as the '**DEVELOPER/VENDOR**' **PAN AJLPP6658F** (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**;

WHEREAS ALL THAT piece and parcel of 2.50 Acres of land lying and situate at Mouza Dakshin Dhupjhora, J.L. No. 28, R.S. Dag No. 196 corresponding to L.R. Dag No. 540 - 0.40 acres more or less, R.S. Dag No 197 corresponding to L.R. Dag No 541 - 0.28 acres more or less, R.S. Dag No. 198 corresponding to L.R. Dag No. 542 - 0.85 acres more or less, R.S. Dag No. 199 corresponding to L.R. Dag No. 543 - 0.12 acres more or less, R.S. Dag No. 193 corresponding to L.R. Dag No. 544 - 0.85 acres more or less, Khatian No. 577, within the jurisdiction of Matialli Police Station and within the limit of Batabari Gram Panchyat - II, ADSR Mal Bazar, and District Jalpaiguri, Pin - 735206 was in khas possession of one Sanjib Samadder who was absolute owner of the above mentioned property enjoying right, title, interest and possession in the said property free from all encumbrances and was well and sufficiently entitled to convey the above mentioned property and also had recorded his name in the records of rights in accordance with the law.

WHEREAS the said Sanjib Samadder was in need of funds and wanted to sell the abovementioned property to maintain his other properties. The Vendor herein desired to purchase the abovementioned property approached Sanjib Samadder who decided to sell the property to the Vendor herein in lieu of the consideration amount mentioned therein.

WHEREAS Sri Sanjib Samadder and the Vendor herein had entered into a Registered Deed of Sale, dated 24th January 2018 for the abovementioned property admeasuring about 2.50 Acres more or less registered in the Book No. I, Volume no. 1903-2018, Page from 9499 to 9532, Being No.190300148 for the year 2018, before the office of ARA -III, Kolkata.

AND WHEREAS ALL THAT piece and parcel of land measuring about 209 Decimals lying and situate at Mouza Dakshin Dhupjhora, J.L. No. 28, Touzi No. 84, Khatian No. 907, R.S. Dag No. 194 corresponding to L.R. Dag No. 539 - 21 decimal more or less, R.S. Dag No. 196 corresponding to L.R. Dag No. 540 - 03 decimal more or less, R.S. Dag No. 197 corresponding to L.R. Dag No. 541 - 07 decimal more or less, R.S. Dag No. 198 corresponding to L.R. Dag No. 542 - 11 decimal more or less, R.S. Dag No. 199 corresponding to L.R. Dag No. 543 - 01 decimal more or less, R.S. Dag No. 192 corresponding to L.R. Dag No. 545 - 06 decimal more or less, R.S. Dag No. 193 corresponding to L.R. Dag No. 544 - 160 decimal more or less within the jurisdiction of Matialli Police Station and within the limit of Batabari Gram Panchayat - II, ADSR Mal



Bazar, and District Jalpaiguri, Pargana - North Moynaguri, Pin - 735206 was in khas possession of one Pitrush Kumar Agarwal **AND ALL THAT** piece and parcel of land measuring about 60 Decimals lying and situate at Mouza Dakshin Dhupjhora, J.L. No. 28, Touzi No. 84, Khatian No. 908, R.S. Dag No. 951 corresponding to L.R. Dag No. 537 - 42 decimal more or less, R.S. Dag No. 194 corresponding to L.R. Dag No. 539 - 02 decimal more or less, R.S. Dag No. 196 corresponding to L.R. Dag No. 540 - 04 decimal more or less, R.S. Dag No. 197 corresponding to L.R. Dag No. 541 - 04 decimal more or less, R.S. Dag No. 199 corresponding to L.R. Dag No. 543 - 02 decimal more or less, R.S. Dag No. 198 corresponding to L.R. Dag No. 542 - 06 decimal more or less within the jurisdiction of Matialli Police Station and within the limit of Batabari Gram Panchayat - II, ADSR Mal Bazar, and District Jalpaiguri, Pargana - North Moynaguri, Pin - 735206 was in khas possession of one Rishiraj Bansal.

AND WHEREAS both Pitrush Kumar Agarwal and Rishiraj Bansal were absolute owners of the above mentioned properties and were enjoying right, title, interest and in khas possession in the said property free from all encumbrances and were well and sufficiently entitled to convey the above mentioned properties and also have duly recorded their names in the records of rights in accordance with the law.

WHEREAS said Pitrush Kumar Agarwal and Rishiraj Bansal were in need of funds and wanted to sell the abovementioned property to maintain his other properties. The Vendor herein desirous of purchasing the abovementioned property approached Pitrush Kumar Agarwal and Rishiraj Bansal who decided to sell the property to the Vendor herein in lieu of the consideration amount mentioned therein.

WHEREAS Sri Pitrush Kumar Agarwal and Sri Rishiraj Bansal jointly and the Vendor herein entered into a Registered Deed of Sale dated 25th September 2018 for the abovementioned property admeasuring 269 decimals more or less registered in the Book No. I, Volume no. 0710-2018, Page from 13360 to 13410, Being No. 071000717 for the year 2018, in the office of ADSR Mal Bazar.

WHEREAS ALL THAT piece and parcel of 17 Decimals of land lying and situate at Mouza Dakshin Dhupjhora, J.L. No. 28, Sheet No. - I, R.S. Dag No. 198 corresponding to L.R. Dag No. 542 - 05 Decimals more or less, R.S. Dag No. 196 corresponding to L.R. Dag No. 540 - 05 Decimals more or less, R.S. Dag No. 199 corresponding to L.R. Dag No. 543 - 07 Decimals more or less, within the jurisdiction of Matialli Police Station and within the limit of Batabari Gram Panchayat - II, ADSR Mal Bazar, in the District of Jalpaiguri, Pargana - North Moynaguri, Pin - 735206 was in possession of Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie who were the absolute owners of the above mentioned property enjoying absolute right, title, interest and khas possession in the said property free from all encumbrances and was well and sufficiently entitled to convey the above mentioned property.

WHEREAS the said Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie was in need of funds and wanted to sell the abovementioned property to maintain his other properties. The Vendor herein desirous of purchasing the abovementioned property approached Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie who have decided to sell the property to the Vendor herein in lieu of the consideration amount mentioned therein.

WHEREAS Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie and the Vendor herein entered into a Registered Deed of Sale dated 1st October 2018 for the abovementioned property admeasuring about 17 decimal more or less, registered in the Book No. I, Volume No. 0710-2018, Page from 13664 to 13708, Being No. 071000730 for the year 2018, in the office of ADSR Mal Bazar.

WHEREAS further a subsequent Deed of Declaration was entered into by and between said Jinatul Bakie, Shahera Siddique, Md. Rezaul Bakie and M/s Sree Balaji represented by its Proprietor Sri Manab Paul on or about 23.04.2019 and which was duly registered before the Office of the Additional District Sub-Registrar at Mal, District - Jalpaiguri and



recorded in Book No. I, Volume No. 0710-2019, Pages from 6323 to 6349, Being No. 071000327 for the year 2019.

WHEREAS ALL THAT piece and parcel of all the above properties admeasuring about total 5.74 Acres more or less of land in Mouza - Dakhshin Dhupjhora in the District of Jalpaiguri were purchased by the Vendor of the Second Part and is absolutely seized and possessed of absolute right, title, interest and possession in the said property;

AND WHEREAS the Vendor herein of the Second Part 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;

WHEREAS the Vendor 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;

AND WHEREAS being the absolute owner of the said properties, the Vendor of the Second Part 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;

AND WHEREAS the Vendor herein who is a Developer of good repute has decided to develop the here in 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 4 plots more fully and more particularly mentioned in the Schedule "A";

AND WHEREAS instant Project undertaken by the Developer/Vendor is being registered with the West Bengal Housing Industry Regulatory Authority under the relevant provisions of the West Bengal Housing Industrial Act, 2017 and rules and regulations, notifications, circulars as issued or amended from time to time as well as in accordance with law of the land.

AND WHEREAS the Developer/Vendor have decided to name the project as "**PANTHANIWAS DOOARS**" 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 4.818 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 West Bengal Housing Industrial Regulatory Act, 2017.

AND WHEREAS the Developer/Vendor has registered the said project under the relevant provisions of the abovementioned act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. _____.

AND WHEREAS The Purchaser(s) herein, being desirous of owning ALL THAT piece and parcel of one self contained residential flat admeasuring carpet area of ____sq. ft corresponding to thesq. ft. Saleable Area more or less including proportionate share of common areas and etc., on ____ Floor, Block No ____, being Flat No. ____ of the ____ storied building constructed on the Schedule-A mentioned property consisting of ____ Bedroom, ____ multipurpose room with ____ pantry, ____ toilet and ____ balcony, having ____ flooring and with/without car parking space with proportionate share of land and all fittings and fixtures and all rights in all common services, passages and common facilities of the building together with easement rights more fully and more particularly described in the Schedule "B" here in below 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 on basis of the terms and conditions as are already mutually agreed upon.

AND FURTHER

- a) **'DEVELOPER/VENDOR/OWNER'** shall mean **M/S. SREE BALAJI**, a proprietorship firm having its office at 90/1, Prince Gollam Hossain Shah Road, Police Station-Jadavpur, Kolkata-700032, 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 BUILDING'** shall mean the building comprising the unit(s) and/or units to be constructed as fully described in the Schedule "B" herein below.
- d) **'THE UNIT'** shall mean the flat(s) in the building including all fittings and fixtures therein and/or thereto attached as it is/are hereby agreed to be constructed by the Vendor/Developer herein for purchaser/s and fully described in the Schedule 'B' hereunder written and in accordance with the sanctioned plan dated 31.03.2019. Any further sanctioned plan for any area for club property shall not be part of any of the unit(s).
- e) **'THE CARPET AREA OF FLAT'** shall mean inside wall to inside wall measurement of the flat(s) including the measurement of internal wall also as per the West Bengal Housing Industry Regulatory Act , 2017.
- f) **'THE COVER AREA OF FLAT'** shall mean outside wall to outside wall measurement of the flat including the proportionate share of the partition walls of the flat.
- g) **'THE BUILT UP AREA OF FLAT'** shall mean cover area of the Flat(s) plus the proportionate share of staircase lobby of the same floor (as mentioned in the Sanction Plan).
- h) **'THE SALEABLE AREA OF FLAT'** shall mean built up area plus proportionate area of ground floor service areas, electric rooms, drive way, septic tank, underground and overhead water reservoir, vacant roof, Darwans room, staircase head room etc. (Saleable area component for the same project would be calculated @ 25% on and above built up area).
- i) **'THE COMMON AREAS'** shall mean the common portions comprised in the building and area outside and beyond the exclusive areas of unit(s) excluding all rights, titles, interests, and possession of the club property.
- j) **'PROPORTIONATE' OR 'PROPORTIONATE SHARE' OR PROPORTIONATELY'** shall mean the purchaser/s share in the land common portions described in the 'Schedule C' herein below and such share of all common rights and liabilities including common portions and common expenses and payment of taxes until separate assessment by the Panchayat of the unit(s).
- k) **'THE COMMON PORTIONS'** shall mean the common portion fully described in the Schedule 'C' herein below.
- l) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purposes as described in the schedule 'D' herein below.
- m) **'THE CO-OWNERS'** shall mean all persons agreeing to own units other than the one of the purchaser/s herein and including the owners in respect of unacquired units.



- n) **'CAR PARKING'** shall mean All that(....) no. of open car parking space specifically designated in the ground floor 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.
- o) **'THE PLAN'** shall mean the plan sanctioned by the competent authority dated 31.03.2019.
- p) **'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.
- q) **'ADVOCATE'** shall mean the advocate/advocates appointed by only the developer for all purposes.
- r) **'ACT'** shall mean the West Bengal Housing Industry Regulatory Act, 2017.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid Agreement for Sale dated and in consideration at or for a total sum of Rs. _____/- (Rupees _____) only including GST amount of Rs. _____ (Rupees _____) only towards the said flat (s) on the _____ floor, Block No. _____, being Flat No. _____ of the building lying and situated in ALL THAT piece and parcel of land admeasuring about 4.818 acres more or less in Mouza - Dakshin Dhupjhora, J.L. No. 28, L.R. Khatian No. 1203, P.S. Matiali, Batabari, GramPanchayet - 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: L.R. Dag No. 537= 0.42 acres more or less, L.R. Dag No. 539= 0.23 acres more or less, L.R. Dag No. 540= 0.095 acres more or less, L.R. Dag No. 541= 0.22 acres more or less, L.R. Dag No. 542= 0.96 acres more or less, L.R. Dag No. 543= 0.195 acres more or less, L.R. Dag No. 544= 2.528 acres more or less, L.R. Dag No. 545= 0.17 acres more or less, well and sufficiently paid by the Purchaser(s) herein on or before the execution of these presents to the Vendor/Developer as per Memo of Consideration hereunder written (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 at District Jalpaiguri, Police Station - Matiali, Additional District Sub-Registry Office Mal Bazar, in Mouza - Dakshin Dhupjhora, area of 4.818 acres more or less together with the proportionate variable share of land (which is morefully and particularly described in the SCHEDULE "B" and hereinafter referred to as the said Flat/Unit 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 - _____ (Block No. _____ to Block No. _____) and Phase - _____ (Block No. _____ to Block No. _____) 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 Flat 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 her 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 flat 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 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 Apartment 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 are going to be a very prestigious building 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 Apartment and the Vendor has delivered to the Purchaser copies of all title deeds including a copy of the plan sanctioned by Kolkata Municipal Corporation.
- xiii) The Purchaser is fully satisfied as to the structural stability of the said new building.

I. FURTHERMORE 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 flat 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 flat 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 unit/flat 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 enter into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to the said unit/flat 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 alongwith 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 West Bengal Housing Industry Regulatory Act, 2017.
- 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 flats that the Purchaser shall at all times hereafter pay all common area and/or expenses required for the maintenance of the building 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 flat(s) indemnified against all such liabilities.



- 4) The Purchaser(s) undertakes to use the said flat strictly for residential purpose only and will not use or allow to use the said flat to any other person or persons for business and/or commercial purpose and/or running of professional chamber, guest house, godown etc.
- 5) The Purchaser declares that it has already been agreed by and between the parties that the Club is not the part of the common area of the property. The Club is the exclusive property of the Developer/Vendor and the Developer/Vendor can decide anything according to his choice in respect of the Club. The said club is/are entitled to arrange for any promotional activities within the complex for which the Purchaser(s) shall never raise any objection. This is further agreed by and between the parties that the Club membership may or may not be provided complementary to the Flat(s) Owners, which will be given by the Club in accordance with the General Terms and Conditions of the Club. The Club authority reserves its right to allow membership to the Flat(s) Owners of the Complex as well as to the distinguished personality of the Society, may be not the Flat(s) Owners, considering the terms and conditions as well as maintaining the spirit. The Club authority reserves its rights to cancel any membership for violation of terms and conditions of the Club. The Rules and Regulations of the Club shall be notified time to time after the official opening of the Complex, on the Notice Board displayed over the Club premises.
- 6) The Purchaser(s) do hereby undertake not to raise any claim against the Vendor/Developer regarding the construction of the said flat.
- 7) The Purchaser(s) shall use the said flat for residential purpose only and will not let out to any other person or persons.
- 8) The Purchaser(s) shall keep the said flat hereby transferred always in good habitable and water tight condition and in particular so as to support shelter and protect the other part of the building.
- 9) The Purchaser(s) shall contribute and pay proportionate costs, expenses and outgoings regularly as mentioned in the Schedule "D" below.
- 10) So long the said flat 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 flat as well as the proportionate share of land.
- 11) The Purchaser(s) shall pay the requisite other payables, costs and deposits as mentioned in Schedule E hereinbelow to the developer.
- 12) For installation of high voltage instruments/gadgets like, Air Conditioner/Geyser the purchaser hereto comply 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. Sree Balaji.
- 13) The Purchaser(s) shall carry out the necessary internal repairs and incur all expenses, on its own, for the upkeep and maintenance of the Unit of the Purchaser(s) without causing any inconvenience to the other occupiers of the Unit in Complex. In case of any electrical job/work within the four walls of the units, the main electrical cable cannot be disturbed and in case of installation of Air Conditioner, the outer wall of the unit cannot be changed and/or utilized.
- 14) 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. Sree Balaji.



III. FURTHERMORE THE VENDOR/DEVELOPER AND THE PURCHASER/S DECLARE AND COVENANTS as follows:

- 1) The common areas in the whole project may be usable by person or persons on non exclusive 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 flat and might be available only after the completion of the whole project.
- 2) 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.
- 3) Apart from the residential usage the developer proposes to develop in other phases residential buildings/structures, bungalows, commercial units, club and unit 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.
- 4) Other facilities proposed to be developed as a part of the whole project namely the club, may be provided with certain common areas, facilities and amenities and which may expressively be made available to and usable by the person whom the Developer/Vendor at its sole and absolute discretion will consider eligible including the Purchaser of other plots but such facility may not be available to the Purchaser and/or any other Purchasers of the Phase - I property inside the Complex.
- 5) This is agreed by and between the parties that the Purchaser(s) shall have no right to commercially exploit her unit except transfer of ownership by Registered Conveyance in accordance with Law.
- 6) This is agreed by and between the parties that the Purchaser(s) has to bear the charges of parking space, if any, according to the rate fixed by the Developer for parking of the car within the compound for life time.
- 7) This is agreed by and between the parties that the Purchaser(s) has to bear the charges of the services provided by the club according to the bill raised by the Club.
- 8) This is agreed by and between the parties that the Purchaser(s) has to bear other charges for facilities provided by the Developer.
- 9) To pay the electricity bill in respect of the said flat.
- 10) 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 Flat.
- 11) This is agreed by and between the parties that the Purchaser(s) has to bear the costs for individual electricity meter connection for her unit which will be paid by the Purchaser(s) to the Developer and the said payment shall be made before taking possession of her unit 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.



- 12) This is also agreed by and between the parties that the Developer shall provide one light and one fan point for each respective flat in power backup option which will be available only at the time of power cut only.
- 13) 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.
- 14) This is agreed by and between the parties that in future the Developer reserves its right to bring expansion of the project in the back of the complex and/or in both side of the Complex according to her 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.
- 15) 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 unit and/or within the complex.
- 16) 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 flat or in the compound or any portion of the building.
- 17) 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 flat 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 flat in case of long absence of the purchaser.
- 18) 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 flat any machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- 19) 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 flat which may cause or tantamount to cause or affect the floors, ceilings, wall of the said flat or any other portion over or below the said flat or inside adjacent to the said floor or any portion of the building.
- 20) 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 flat or lawful occupier and maintenance authority.
- 21) 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 flats to use their respective flats in peaceful way.
- 22) 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 flat.
- 23) 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 unit/flat or building.

- 24) 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 building.
- 25) 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 flats or due to reason of any event is beyond the control of the Vendor/Developer/Maintenance Authority.
- 26) 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.
- 27) 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 Premises in accordance with law.
- 28) This is further agreed by and between the parties that the Purchaser(s) shall pay multi-storied building tax, if any, charged by the any appropriate authority.
- 29) 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 flat as may be imposed by any Government or Semi-Government or statutory body.
- 30) 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 after 1st two (2) stipulated years within the stipulated time for payment of such maintenance amount etc. the Purchaser(s) shall be bound to pay fine of Rs. _____/- per day from the date of failure to pay. 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. _____/- 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.
- 31) 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.

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



A. PAYMENTS:

- (i) The total consideration amount is inclusive of the Allotment amount already paid by the Purchaser(s) to the Developer/Vendor towards the said unit/flat morefully and more particularly described in the Schedule 'B' mentioned property.
- (ii) In addition to the payment of the total consideration amount inclusive of GST, all other taxes which consists of tax paid or payable by way of value added tax and all levies duties, cesses, impositions, direct and other indirect taxes as applicable and levied by the Central Government and/or State Government and/or any local, public, or any statutory bodies or authority in connection with the construction and carried out of the project and also with respect to the said flat and appurtenances shall be borne or paid by the Purchaser(s) herein and the Developer/Vendor shall not be liable to pay the same or any part thereof. However if there is any increase in any of the taxes etc. after the expiry of the schedule date of completion as per registration with the competent authority which shall include extension of registration if any granted by the competent authority as per the West Bengal Housing Industry Regulatory Act, 2017 the same shall not be charged from the Purchaser(s).
- (iii) For further payment the Purchaser(s) shall pay in accordance with the terms and conditions stipulated herein within time and in the manner specified by Cheque/Demand Draft/RTGS/NEFT to be drawn in favour of the Developer/Vendor in Kolkata and in respect to it the Developer/Vendor shall raise demands from time to time and if any such tax, cess, outgoing rate is extended then the Developer/Vendor shall also provide the details of taxes paid and/or demanded alongwith the Act/Rules/Regulations/Notifications/Circulars etc. with dates from which such have become effective and in case of non payments the Purchaser(s) shall have to bear and pay the penalty with interest as stipulated herein.
- (iv) The total consideration amount includes recovery of price of land, construction of common areas, internal and external development charges and also cost for providing all other facilities, amenities and specifications provided within the said unit/flat and in the project but does not include rates, taxes, betterment fees, maintenance charges, extra schedule charges, legal fees, stamp duty, registration fee and incidental payments for registration which are applicable separately.
- (v) If the Purchaser(s) is taking any financial assistance or housing loan from any Bank or financial institution the Developer/Vendor shall act in accordance with the instructions of such Bank and financial institutions in terms of the agreement between the Purchaser(s) and Bank or financial institutions subject to such Bank or financial institutions shall be required to disburse or pay all such amount due and payable to the Developer/Vendor under this agreement and in no event the Developer/Vendors shall assume any liability and/or responsibility for any loan or financial assistance which may have been granted to the Purchaser(s) from such Bank or financial institutions.
- (vi) The timely and total payments of all amount payable by the Purchaser(s) under this instance is the essence of the contract and intimation forwarded to the Developer/Vendor by the Purchaser(s) as stated shall be conclusive proof of service of such intimation by the Developer/Vendor to the Purchaser(s) and the non receipt by the Purchaser(s) shall not be an excuse for non-payment of any amounts.
- (vii) In the event of any delay and/or default on part of the Purchaser(s) in making payment of any GST, VAT, TDS or any other tax, levies, cesses, etc. then without prejudice to any other rights or remedies available to the Developer/Vendor under this agreement or under any applicable law the Developer/Vendor shall be entitled to adjust against any subsequent amount received from the Purchaser(s) the said



unpaid tax, levies, cesses, etc. alongwith interest, penalty, etc. payable thereon from the due date till the date of adjustment.

- (viii) In case of failure of any payment by the allottee to the Promoter/Developer 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. And if such payment will not be made with the above stipulated period of 15 days, delay payment charge @ Rs. _____ shall be applicable day by day basis on and from the 16th day onwards.
- (ix) In the event of any default on the part of the Purchasers in making payment of the amounts agreed to be paid and if such default shall continue for a period of one month or in the event of the Purchasers committing breach of one any of the terms and conditions herein contained the Developer/Vendor shall be entitled to terminate this agreement by giving to the Purchasers fifteen days notice in writing and upon such cancellation the Purchasers shall cease to have any right under this Agreement or in respect of the said Flat/Unit and upon such cancellation the Developer/Vendor shall be entitled to forfeit the Allotment amount along with the interest, accrued day by day as stipulated herein, from the consideration amount unpaid till then by the Purchasers and refund the balance amount to the Purchasers and the Developer/Vendor shall be at liberty to enter into fresh agreement for sale and transfer of the said Flat/Unit with any other person and/or persons.

B) HOLDING ORGANISATION:

- a. Immediately after all the units in the building are sold and transferred the Unit 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 Unit 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 unit/flat 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) Unit 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 Unit 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 12 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 unit owners in the said new building shall form an Association 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 Association.
- (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 flat 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 15% 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 Unit.
 - 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 shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Vendors 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 till the formation of the Holding Organisation legally.

- 2) 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 units owners and/or occupiers of the said building. 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.
- 3) The said FMC and/or Holding Association may only be replaced by the consent of 80% (eighty percent) or more of the flat owners of the Complex in terms of total flats held. 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.
- 4) The Vendor/Developer shall maintain Common Portions of the Complex to 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.
- 5) 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.
- 6) 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, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof on the said building (hereinafter referred to as the ROOF).
- (ii) The Purchaser shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacement of the said installations and hereby confirm that he/she/it not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.

G. FURTHER CONSTRUCTION :

- (i) The whole property is being developed in phase by phase manner by constructing multiples building 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 unit/flat 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) alongwith other flat owners of the whole project shall share such expenses and charges as also maintenance charges proportionately. Such proportionate charges shall be payable by each flat 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) This is also agreed by and between the parties that the developer shall provide one light and one fan point for the each respective flat/ flats in power back-up option which will be available only at the time of power cut only.
- (iv) 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.
- (v) 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 flat owners of Phase - I or the Purchaser(s) herein.
- (vi) The Purchaser(s) shall have at no time demand for partition of the said unit/flat and appurtenances and/or the said block/building in the whole project.
- (vii) 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.
- (viii) 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. FURTHER:

- 1) The "**PANTHANIWAS DOOARS**" is a building complex ("**COMPLEX**"), development of which is being undertaken by M/s. Sree Balaji, being a Proprietorship Company at 90/1, Prince Golam Hussain Shah Road, Kolkata - 700 095.
- 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 unit/flat (restricted to two points up to the maximum limit of 100 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 units/flats.
 - (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 Unit(s) in the Complex not intended/earmarked for "Commercial purpose" cannot be used for any commercial activities without the written approval of Sree Balaji.

DEFECT LIABILITY:

- (i) It is agreed that in case any structural defect or any other defect in workmanship, quality or provisions of services or any other obligations of the Developer/Vendor as per the Agreement for sale relating to such development is brought to the notice of the Developer/Vendor within a span of 5 years by the Purchaser(s) from the date of obtaining the completion certificate, it shall be the duty of the Developer/Vendor to rectify such defect without further charge, within 30 days, and in the event of the Developer/Vendor's failure to rectify such defect within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation as provided under the Act.
- (ii) It is clarified that the Developer/Vendor shall not be liable for any such defect if the same have caused by reason of the default and/or negligence of the Purchaser(s) and/or any other Purchaser(s) in the Project or acts of third party(s) or on account of any force majeure events including on account of any repair/re-decoration/any other work undertaken by the Purchaser(s) and/or any other Purchaser(s) in the Phase - I property and/or the whole project and/or the whole property. The Purchaser(s) is/are aware that the said block/building is monolithic structure and any changes, alterations including breaking of wall or any structural component or the construction of any new wall or structural



component may adversely impact the said block/building at various places or in its entirety and hence any changes/alterations as mentioned hereinabove will result in immediate ceasing of the Developer/Vendor's obligations to rectify any defect or compensate for the same as mentioned in this clause and the Purchaser(s) and/or the holding association upon its formation and registration of the Purchaser(s) shall have no claims of whatsoever nature against the Developer/Vendor in this regard.

RIGHT TO ENTER THE APARTMENT 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 unit/flat 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 UNIT/FLAT

- (i) The Purchaser(s) shall, after taking possession be solely responsible to maintain the said unit/flat at his/her own cost, in good repairing condition and shall not do or suffer to be done anything in or to the said Block/Building, or the said unit/flat, or the staircases, lifts, 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 unit/flat and keep the said unit/flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging 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 said Block/Building 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, buildings 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 unit/flat place any heavy material in the common passages or staircase of the said Block/Building. The Purchaser(s) shall also not remove any wall including the outer and load bearing wall of the said unit/flat.

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. Sree Balaji 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. Sree Balaji 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. Sree Balaji 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. Sree Balaji 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. Sree Balaji 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 Units 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. Sree Balaji 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. Sree Balaji 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. Sree Balaji 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. Sree Balaji 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. Sree Balaji. 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. Sree Balaji 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. Sree Balaji. The permission to install antenna, dish etc., may be granted from M/s. Sree Balaji 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 Unit without permission of M/s. Sree Balaji in writing.

- 32) **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).

- 33) **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.



- 34) 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 matters requiring arbitration will be referred to sole arbitrator Mr. Debasish Roy Chowdhury, Advocate, Supreme Court of India and also having chamber at 8, Old Post Office Street, Ground Floor, Kolkata – 700001. 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.
- 35)** All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Jalpaiguri district.

SCHEDULE 'A' REFERRED TO HEREIN ABOVE

ALL THAT piece and parcel of land admeasuring about 4.818 acres more or less in Mouza - Dakshin Dhupjhora, J.L. No. 28, L.R. Khatian No. 1203, P.S. Matiali, Batabari, GramPanchayet - 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 :

L.R. Dag No. 537= 0.42 acres more or less
 L.R. Dag No. 539= 0.23 acres more or less
 L.R. Dag No. 540= 0.095 acres more or less
 L.R. Dag No. 541= 0.22 acres more or less
 L.R. Dag No. 542= 0.96 acres more or less
 L.R. Dag No. 543= 0.195 acres more or less
 L.R. Dag No. 544= 2.528 acres more or less
 L.R. Dag No. 545= 0.17 acres more or less

Total = 4.818 acres more or less

Butted and Bounded by:

North: By Canal, 10 Meter Common Passage (Part) and Plot No. 3.

South: By Black Top Road.

East: By L.R. Plot Nos. 544 (P) and 545 (P), Plots of Pitrush Kumar Agarwal, Niranjana Agarwal, Rishiraj Bansal and others.

West: By Canal and 10 Meter Common Passage.

SCHEDULE 'B' ABOVE REFERRED TO

(DESCRIPTION OF THE INTENDING PURCHASER'S FLAT)

ALL THAT piece and parcel of one self contained residential flat admeasuring carpet area of ____sq. ft corresponding to thesq. ft. Saleable Area more or less including proportionate share of common areas and etc., on ____ Floor, Block No ____, being Flat No. ____ of the ____ storied building constructed on the Schedule-A mentioned property consisting of ____ Bedroom, ____ multipurpose room with ____ pantry, ____ toilet and ____ balcony, having ____ flooring and with/without open car parking space and with proportionate share of land and all fittings and fixtures and all rights in all common services, passages and common facilities of the building together with easement rights. No lift. The Property is on road.



SCHEDULE 'C' ABOVE REFERRED TO
(COMMON PORTIONS)

1. All stair-case on all the floors of the said building.
2. Common passage including main entrance on the Ground Floor leading to all floors and also leading to the vacant roof.
3. All common spaces together with common land with all right, liberties, easements and privileges and appendages and appurtenances as enjoyed by the Co-owners.
4. Water pump, overhead water tank and water supply line, Municipality water line and connection, reservoir.
5. Vacant roof.
6. Electricity service and electricity main line wiring and electrical lightings.
7. Drainage and sewerage, septic tank and other common spaces of the Ground Floor.
8. Walls of the flat(s) and main structure of the building.
9. 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).
10. Such other common parts, like equipments installation, fixtures and fittings and spaces in or about the said building.
11. Vacant space of the premises (excluding the area of the club).

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 excluding Club property as sanctioned separately.
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 building.
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, DumDum
Kolkata - 700 028

SIGNATURE OF THE DEVELOPER/SELLER
PAN AJLPP6658F

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

SIGNATURE OF THE PURCHASERS
PAN _____
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 Purchaser(s) the sum of Rs. _____/-
 (Rupees _____) only including GST amount Rs. _____/-
 (Rupees _____) only towards the said flat (s) on the _____ floor,
 Block No _____, being Flat(s) No. _____ of the building lying and situated in
 District Jalpaiguri, Police Station - Matialli, Additional District Sub - Registry Office Mal
 Bazar, Mouza - Dakshin Dhupjhora, more fully described in the Schedule mentioned
 hereinabove.

Cheque No	Bank	Branch	Date	Cheque Amount in Rs.	On account of the flat and car parking	GST (Rs.) on Flat and Car Parking	Extra Schedule Charges	GST on Extra Schedule
Payment made as advance to the flat and car parking								
Extra schedule charges								
Total GST								
Total Amount								

WITNESSES:

(1) Mr. Alok Sen
 12, R.G.Avenue, DumDum
 Kolkata - 700 028

SIGNATURE OF THE DEVELOPER/SELLER
PAN AJLPP6658F

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

SIGNATURE OF THE PURCHASERS
PAN _____
PAN _____



