

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on the _____ day of _____ TWO THOUSANDS AND EIGHTEEN

BETWEEN

DIGITAL COMMOSALES LLP (formerly DIGITAL COMMOSALES PVT. LTD. and having **PAN AAKFD3503H)**, a Limited Liability Partnership Firm registered under the LLP Act, 2008 having its office at 4D, Chaitan Sett Street, Police Station – Posta, Kolkata – 700 007, duly represented by one of its designated partner namely Sri Pankaj Sikaria (**PAN No. AXTPS4327G**), son of Sri Gopal Sikaria, residing at BE - 209, Salt Lake City, PO & PS – Bidhannagar, Kolkata – 700 019, hereinafter referred to as the “**VENDOR/DEVELOPER**” (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-interest, administrators and assigns) of the **FIRST PART;**

AND

CHANDERNAGORE MUNICIPAL CORPORATION (PAN AAALC0150D), a statutory body under the West Bengal Municipal Corporation Act, 2006 having its Central Office at Marie Park, Barabazar, P. O. & P. S. – Chandernagore, Hooghly – 7112 136, duly represented by its constituted attorney Sri Pankaj Sikaria (**PAN No. AXTPS4327G**), son of Sri Gopal Sikaria, residing at BE - 209, Salt Lake City, PO & PS – Bidhannagar, Kolkata – 700 019 pursuant the Power of Attorney dated 4th February, 2015 registered with the office of the ADSR, Chandannagar and recorded in Book No. I, CD Volume No. 10, Pages 4741 to 4779, being No. 02969 for the year 2014, hereinafter referred to as the '**CMC/OWNER**' (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**;

AND

_____, hereinafter collectively referred to as the **PURCHASER/S** (which term or expression unless repugnant to the context shall mean and include shall mean and include their respective heirs successors legal representatives administrators executors and assigns) of the **THIRD PART**.

WHEREAS:

- A. By and under the Bengali Kobala dated 30th July 2003 registered with the office of the ADSR, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 50, Pages 213 to 220, Deed No. 2150 for the year 2003, one Sri Amit Kumar Khan sold and transferred demarcated land area of 1(one) Bighas 8(eight) Cottahs 3(three) Chittacks 9(nine) sq. ft. little more or less comprised in RS Dag No. 301(P) corresponding to LR Dag No. 192(P), Mouza: Chandannagar, District: Hooghly unto and in favour of the Chandernagore Municipal Corporation.
- B. By and under the Bengali Kobala dated 12th May 2004 registered with the office of the ADSR, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 32, Pages 2265 to 2294, Deed No. 01092 for the year 2004, one Smt. Pranati Saha sold and transferred demarcated land area of 1(one) Bighas 7(seven) Cottahs 11(eleven) Chittacks 30(thirty) sq. ft. little more or less comprised in LR Dag No. 301, Mouza: Chandannagar, District: Hooghly unto and in favour of the Chandernagore Municipal Corporation.
- C. By and under the Bengali Kobala dated 12th May 2004 registered with the office of the ADSR, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 32, Pages 2265 to 2294, Deed No. 1803 for the year 2004, one Smt. Rina Mondal sold and transferred a demarcated land area of 2(two) Bighas 1(one) Cottahs 5(five) Chittacks 5(five) sq. ft. little more or less comprised in LR Dag No. 301, Mouza: Chandannagar, District: Hooghly unto and in favour of the Chandernagore Municipal Corporation.
- D. The Chandernagore Municipal Corporation is hereinafter referred to as the CMC/OWNER.
- E. The Owner had purchased and acquired the aggregate land area of 4(four) Bighas 17(ten) cottahs 3(three) chittacks 44 (forty four) sq. ft., be the same a little more or less, comprised in L.R. Dag No. 301 corresponding to RS Dag No. 192 in JL No. 1, Sheet No. 24, Mouza: - Chandernagore, District: Hooghly, West Bengal out of which the Owner decided to develop/ dispose of the demarcated land area of ALL THAT land containing an area of approximately 4(four) Bighas 10(ten) cottahs 3(three) chittacks 44 (forty four) sq. ft., be the same a little more or less, comprised in L.R. Dag No. 301 corresponding to RS Dag No. 192, LR Khatian No. 2935, RS Khatian No. 565, JL No. 1, Sheet No. 24, Mouza: - Chandernagore, near Sambhu More, Ward No. 21, within the municipal limit of the Chandernagore Municipal Corporation, Police Station: Chandernagore, District Hooghly in the state of West Bengal

- (hereinafter referred to as the said PROPERTY and morefully mentioned and described in the FIRST SCHEDULE hereunder written.
- F. The Owner caused to mutate the land at said Property in its name in the records of the Land Department, Government of West Bengal under LR Khatian No. 2935.
 - G. The CMC/Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property free from all encumbrances whatsoever or howsoever.
 - H. Sealed tender bids were invited by the CMC/Owner for development of residential cum commercial complex upon the land at the said Property under the terms and conditions contained in the Short Tender Notice together with the Bid Documents floated by the Owner.
 - I. Digital Commosales Pvt. Ltd. participated in the said bid and was declared to be the highest bidder by the CMC/Owner, vide a Letter of Intimation dated 11th May 2013.
 - J. The said Digital Commosales Pvt. Ltd. by a letter dated 29th May 2013 accepted the said Letter of Intimation and paid required security money and agreed to pay further amounts in terms of the said Bid Documents.
 - K. The said Digital Commosales Pvt. Ltd. was subsequently converted into a Limited Liability Partnership Firm under the name and style of Digital Commosales LLP under section 58(1) of the LLP Act, 2008 having identification no. AAC-2254.
 - L. The said Digital Commosales LLP is hereinafter referred to as the DEVELOPER.
 - M. A plan bearing no. B-3/RB/08(A)/14-15 dated 21-06-2014 further revalidated on 21st August, 2017 (hereinafter referred to as the said PLAN) was duly sanctioned by Chandernagore Municipal Corporation for construction of a building complex comprising of various blocks/buildings upon the land at the said Property (hereinafter referred to as the said PROJECT).
 - N. In pursuance of the aforesaid, by and under an Agreement dated 19th September 2014 registered with the office of the Additional District Sub-Registrar, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 6, Pages 5437 to 5462, Being No. 03041 for the year 2014 (hereinafter referred to as the said DEVELOPMENT AGREEMENT) made between the Owner herein therein referred to as the 'Owner' of the first part and the Vendor/ Developer herein therein referred to as the 'Developer' of the second part, the Owner appointed and entrusted the Developer to develop the said Property under the terms and conditions recorded and contained in the said Development Agreement.
 - O. In terms of the said Development Agreement, the Developer is entitled to erect, construct and complete new building(s) upon the said Property and also to sell, transfer and deal with the saleable spaces/ units in the said Project.
 - P. Pursuant to the said Development Agreement, the CMC granted a Power of Attorney dated 4th February, 2015 registered with the office of the Additional District Sub-Registrar, Chandannagar, Hooghly and recorded in dated 4th February, 2015 registered with the office of the ADSR, Chandannagar and recorded in Book No. I, CD Volume No. 10, Pages 4741 to 4779, being No. 02969 for the year 2014 (hereinafter referred to as the said POWER OF ATTORNEY) for the purpose to do, act and perform, various acts, deeds and things in relation to the said Property including to execute various deeds and documents for sale and/or transfer of saleable spaces/units together with the rights appertaining thereto in the said Project.
 - Q. The Developer has completed construction of the new building/s in the Block - I of the said Project in accordance with the said Plan (hereinafter referred to as the NEW BUILDING).
 - R. By and under an Agreement dated _____, the Developer has agreed to sell convey and transfer and the Purchaser has agreed to purchase and acquire **ALL THAT** the residential units no. _____ measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Unit No. ____ on ____ floor of the Building in Block - ____ **together with the rights to use parking over _____ open and/or _____ covered parking space** in the said Project, hereinafter collectively referred to as the said **UNIT(S)**

thereto free from all encumbrances **together with** right to use the Common Areas and Amenities meant for use and enjoyment of the transferees/occupants of the Block – 1 alongwith other transferees/occupants in the Project described in the **Third Schedule** hereunder written and attributable to the said Unit (hereinafter collectively referred to as the said **UNIT AND THE PROPERTIES APPURTENANT THERETO** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) at and for a consideration of Rs. _____/=(**Rupees** _____ only).

S. At or before the execution of this Indenture, the Purchaser has fully satisfied itself and represented the following:-

- i. The Purchaser has caused due diligence and has satisfied itself/himself/herself/themselves with regard to the title of the Owner and rights, title and interest of the Developer in respect of the said Property including the said Unit.
- ii. The Purchaser has duly inspected and satisfied itself/himself/herself/themselves with regard to the said Plan, the said Development Agreement and the said Power of Attorney.
- iii. The Purchaser has inspected and duly satisfied itself with regard to the total built up area/carpet area of the said Unit and the Common Areas and Amenities in the Project.
- iv. The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the said Unit and that the Purchaser will not have any right whatsoever over and in respect of the other saleable spaces/ units of the New Building or the said Project.
- v. The Vendor has delivered possession of the said Unit to the Purchaser for the purpose of fit-outs and the possession of the said Unit for the purpose of occupation shall be deemed to be delivered by the Vendor to the Purchaser upon receipt of the partial completion certificate/occupation certificate pertaining to the New Building from the office of the CMC. The Purchaser has duly inspected and satisfied itself/himself/herself/themselves with regard to the plan sanctioned by the Kolkata Municipal Corporation and all subsequent modifications/additions/variations/alterations thereto and the commercial segment of the Building on the ground and first floor thereof.
- vi. The Purchaser has inspected and duly satisfied itself with regard to the area, specification, flooring, fixtures and fittings of the said Unit.
- vii. The Purchaser has duly satisfied itself/himself/herself/themselves with regard to the quality of construction, workmanship, specifications and structural stability of the Building and Common Areas, Amenities and Installations and also various facilities and/or amenities comprised in the Building and/or installed at any portion of the said Premises.
- viii. The Purchaser is fully satisfied about the terms of sale, the amounts paid and incurred by the Purchaser and various covenants contained in the said Agreement of Sale dated _____ as well as this indenture.

And has agreed not to raise any objections whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH as follows :

- I. **THAT** in pursuance of the said Agreement dated _____ and in consideration of a sum of Rs. _____/=(**Rupees** _____ only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer at or before the execution hereof ((which Developer doth hereby and also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and also the said Unit and the Properties Appurtenant thereto hereby intended to be sold and transferred) the Owner

and the Developer do hereby sell transfer convey and/or release relinquish and disclaim all its right title interest in respect of **ALL THAT** the residential units no. _____ measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Unit No. _____ on _____ floor of the Building in Block - _____ **together with the rights to use** parking over _____ open and/or _____ covered parking space in the said Project free from all encumbrances **together with** right to use the Common Areas and Amenities meant for use and enjoyment of the transferees/occupants of the Block – _____ alongwith other transferees/occupants in the Project described in the **Third Schedule** hereunder written and attributable to the said Unit (hereinafter collectively referred to as the said **UNIT AND THE PROPERTIES APPURTENANT THERETO** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the same absolutely and forever, hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever subject to the terms and conditions hereinafter appearing.

II. AND THE VENDOR AND THE OWNER DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (a) The Vendor and the Owner have good right full power and absolute authority to grant convey transfer sell and assign the said Unit and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchaser in the manner as aforesaid.
- (b) The said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispendens debuttar or trust made or suffered by the Vendor and/or the Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor and/ or the Owner.
- (c) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Unit and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor and the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.

III. AND THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR as follows:

- (a) The Purchaser and all other person(s) deriving title from and under the Purchaser shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of Common Areas and Amenities and duly observe the various restrictions as set forth in the **Fifth Schedule** hereunder written.
- (b) The Purchaser shall bear and pay all cost and impositions for stamp duty, registration charges, service tax, VAT, GST and other applicable levies and impositions for and in respect of the transfer of the said Unit under these presents.
- (c) The Purchaser doth hereby acknowledge that due to partial completion of the Project certain common areas and amenities are remaining to be completed and the Developer shall be in a position to complete the same while completion of the remaining blocks/ buildings in the Project. The Purchaser shall not lodge any claim or dispute against the Developer in this regard.
- (d) The Purchaser shall be liable to pay the Common Expenses attributable to the said Unit as mentioned in the Fourth Schedule hereunder and demanded by the Developer/ Association/

Facility Manager for the period from the date of possession of the said Unit for Fit-outs or execution of this deed whichever is earlier.

- (e) The Purchaser doth hereby acknowledge and confirm that the Vendor shall be entitled to expand the project vertically or horizontally by amalgamating any adjoining and/ or neighboring plots and the transferees/occupiers of the buildings/blocks at such amalgamated plots shall be entitled to use and enjoy the Common Areas and Amenities in common with the transferees/occupiers of the buildings/blocks in which the Unit intended to be purchased by the Purchaser is situated.
- (f) The Purchaser doth hereby further acknowledge and confirm that the Vendor shall be further entitled to develop the adjoining and/ or neighboring plots separately and the transferees/occupiers of such adjoining or neighboring projects shall be entitled to use and enjoy the Common Areas and Amenities of the said Project in common with the transferees/occupiers of the buildings/blocks in which in which the Unit intended to be purchased by the Purchaser is situated.
- (g) The Purchaser shall not use other common areas and amenities exclusively reserved for the use and enjoyment of the transferees of the commercial spaces/ units in the Project including but not limited to the separate water tanks connected with underground water reservoir and installed upon the roofs/ terraces of the residential blocks.
- (h) The Purchaser shall not raise any obstruction/dispute upon the Developer to make any constructions/raising additional stories in any of the Buildings at the Project and/ or causing any modification/ alteration/ variation in the Plan as permissible under the prevailing building rules.
- (i) The Purchaser shall not have any claim of whatsoever nature over and in respect of commercial segment and the common areas and amenities exclusively reserved for the commercial segment of the Project.
- (j) The Purchaser shall not raise any obstruction/ dispute upon the owners/ occupiers of the commercial segment and/ or their men, agents, vehicles to use and enjoy the common areas and amenities.

IV. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- (a) The undivided proportionate impartible variable share attributable to the said Unit shall always remain impartible.
- (b) The right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant thereto.
- (c) The said Project shall be known as “**SABUJ SWAPANO**’ or by any other name as may be determined by the Developer.
- (d) The Purchaser hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas and Amenities as well as regular and timely payment of the Common Expenses are “must” and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the Project including the New Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the other owners and/or occupiers of the Project including the New Building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Vendor/Association/ Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to disconnect the supply of power back up, (iii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with the interest and the Purchaser hereby further waives the right for service of notice in the event of any default in non- payment of such common expenses.

- (e) The Purchaser doth hereby further acknowledge that the Developer/Association/ Facility Manager shall be entitled to derive and charge the maintenance charges/common expenses taking into account the area of sold units i.e. the units for which possession has been delivered to the transferees and the Owner and/ or the Developer shall not be liable to pay or contribute the Common Expenses for any unsold units.
- (f) The terms and also the covenants, obligations and restrictions agreed between the parties herein under the said Agreement dated _____ shall remain binding upon the Purchaser unless there is any repugnancy between the said Agreement dated _____ and this Indenture and in case of such repugnancy, the terms and covenants of this Indenture shall supercede the terms and covenants of the said Agreement dated _____ to the extent of such repugnancy.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(PROPERTY)

ALL THAT land containing an area of approximately 4(four) Bighas 10(ten) cottahs 3(three) chittacks 44 (forty four) sq. ft., be the same a little more or less, comprised in L.R. Dag No. 301 corresponding to RS Dag No. 192, LR Khatian No. 2395, RS Khatian No. 565, JL No. 1, Sheet No. 24, Mouza: - Chandernagore, Municipal Holding No. 260, J. C. Khan Road (Mankundu Station Road) near Sambhu More, Ward No. 21, Pin Code: 712 136, within the municipal limit of the Chandernagore Municipal Corporation, Police Station: Chandernagore, District Hooghly in the state of West Bengal and butted and bounded as follows :

On the North	: By Mankundu Station Road
On the East	: By Municipal Road
On the South	: By Property of Pravat Dey & Ors.
On the West	: By Property of CMC & Pond.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the residential units no. _____ measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Unit No. ____ on ____ floor in the building in the project; **together with the rights to use** parking over _____ open and/or _____ covered parking space in the said Project and **together with** right to use the Common Areas and Amenities meant for use and enjoyment of the transferees/occupants of the Block – __ alongwith other transferees/occupants in the Project

The said Unit and parking space are shown in the plan attached hereto in “Red” borders.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS AND AMENITIES)

- a) Undivided proportionate impartible variable share in the said Land;
- b) Lobbies, staircases, staircase landings, landings, corridors, paths, driveways, entrance, exits, entrance of the New Building(s);
- c) Stair head room, electric meter room, pump room, transformer area, generator area, security office room;
- d) Lift machine room, lift chute and lift well;
- e) Common toilets;
- f) Boundary walls;
- g) Fire refuge / control areas;

- h) The beams, foundations, supports, columns, main walls of the New Building(s) and the boundary walls of the Project;
- i) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the New Buildings;
- j) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the units in the New Building(s) and Common Areas within or attributable to the New Building(s) and electrical wiring and accessories for lighting of common areas of the New Building(s);
- k) Fire Fighting equipments and accessories;
- l) Lift machine;
- m) Generator;
- n) Transformer;
- o) Overhead water tank;
- p) Underground water reservoir;
- q) Drainage system, sewerage system, water inlet point, power sub-station, bore well, electrical trench.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

- a) The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, rainwater discharge arrangement, water supply system, supply of electricity to all Common Areas and Amenities;
- b) The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Buildings/Blocks;
- c) The cost of cleaning and lighting the entrance of the buildings/blocks and the passages and other spaces around the lobby, corridors, stair-case lift and other common areas of the buildings/blocks;
- d) The cost of insuring any risk with regard to the buildings/blocks and the utilities and apparatus installed thereat;
- e) Cost of maintaining lift, transformer, generator, electrical installations, pumps and other common facilities and essential services;
- f) Cost of decorating the exterior of the buildings/ blocks;
- g) Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the buildings/ blocks and administration and management of the affairs thereof;
- h) The rates taxes and outgoings assessed charged and imposed for the common areas of the buildings/ blocks;
- i) The cost and expenses of keeping and maintaining the records of the common expenses and running the Association and expenses (statutory and non-statutory expenses) for the Association;
- j) The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
- k) The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project;
- l) All expenses of common services and common facilities and amenities;
- m) Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and or the common areas and amenities thereof.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(PURCHASER'S COVENANTS)

The Purchaser doth hereby covenant:

- i) Not to do or cause to be done any acts deeds or things by virtue of which development of the Project or any portion thereof and erection, construction and completion of the remaining blocks/ buildings is hampered, obstructed, delayed or stopped.
- ii) Not to be entitled to have any claim of whatsoever nature over and in respect of the Common Areas and Amenities excepting the right to use and enjoy the same along with all other Transferees.
- iii) Not to raise any obstruction/dispute upon the Developer to make any additional constructions/raising additional stories in any of the Buildings at the said Project.
- iv) Not to raise any objection/dispute upon the Developer in causing any modification/ alteration/ variation in the Plan as may be permitted by the sanctioning authorities provided that such modification/ alteration/ variation shall not affect the stability of the said Unit(s)
- v) To co-operate with the Developer/Facility Manager appointed by the Developer/in the management and maintenance of the Common Areas and Amenities of the said Project.
- vi) To become member of such Association/ Holding Organization upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Developer and/or the Association/Holding Organization and not to raise any dispute.
- vii) To Abide by and observe all the rules and regulations framed from time to time either by the Developer or by the agent/ facility manager appointed by the Developer or by the Association/Holding Organization for the maintenance, management and common purpose/expenses without raising any objection thereto.
- viii) To allow the Developer and/or any authorized representative with or without the workmen on prior notice to enter into the said Unit(s) for completion repairs and for the common purposes.
- ix) To bear and pay the proportionate amount of common expenses more fully described in **FIFTH SCHEDULE** hereunder written and to pay such common expenses with interest calculable at the rate of 18% p. a. in the event of default or delay in payment of the said common expenses. The Purchaser agrees and acknowledges that the Association/Holding Organization shall be entitled to disconnect and/or suspend the common services attached to the Purchaser's Unit(s) until the said dues with interest accrued thereon is paid together with reconnection charges (if any).
- x) To regularly and punctually pay/reimburse electricity charges and other utility charges and outgoings for the said Unit(s).
- xi) To bear and pay the municipal rates taxes levies and other outgoings relating to the Unit(s) to the Developer or to the agent/ facility manager or to the Association/Holding Organization upon its formation for the period commencing from the date of or date of execution of the proposed deed of conveyance or the date of final possession, whichever is earlier until the apportionment/ assessment of the Unit(s) as a separate unit.
- xii) To bear and Pay the municipal rates taxes levies and other outgoings relating to the said Unit(s) directly to the concerned authorities after separate apportionment/ assessment of the said Unit(s).
- xiii) To abide by all pollution control and fire laws, guidelines and regulations.
- xiv) Not to use the said Unit(s) or permit the same to be used for any illegal or immoral purpose or for any purpose other than for which the said Unit(s) has been sanctioned by the sanctioning authorities.
- xv) Not to use the said Unit(s) or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
- xvi) Not to park or cause to be parked any car and vehicles on the car parking spaces or other spaces/ areas of the Building(s) except on the spaces/ areas for which express right shall be granted to the Purchaser to park the car and vehicles.
- xvii) Not to change the color scheme of the Building(s) or the exterior of the Unit(s) without the written consent of the Developer or Association/Holding Organization.

- xxviii) Not to keep, raise and breed any animal, reptile or bird in the said Unit(s) or anywhere else at the Project except the pets under approval of the Developer and the Association/ Holding Organization upon its formation provided they are not kept or bred for any commercial purpose and are housed within the said Unit and abided by all applicable rules and regulations.
- xix) Not to make any animal sacrifices at the common areas or any part of the Project.
- xx) Not to erect, install and/or fix any external wireless or television antenna.
- xxi) Not to sub-divide the said Unit(s) and/or car parking space(s) if allotted and attributes/ appurtenances thereto.
- xxii) Not to place or store in the common areas any goods or things whatsoever.
- xxiii) Not to bring or permit to keep in the Unit(s) any machinery goods or other articles which shall or may strain or damage any part or portion of Building(s) at the Project.
- xxiv) Not to operate any heavy machine so as to endanger the structure of the building or damage the floor or roof or outer walls of any Unit.
- xxv) Not to shift or obstruct any windows or lights and not to put box grills/collapsible gates in the verandah and/or windows which are not as per the design suggested or approved by the Architect.
- xxvi) Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Developer or the Association / Holding Organization.
- xxvii) Not to throw or accumulate or cause or permit to be thrown or accumulate any dirt, rubbish or other refuse save and except to such extent and at such place or places as be permitted and specified/designated by the Developer and the Association/ Holding Organization upon its formation.
- xxviii) Not to install any exterior loudspeakers without the permission of the Developer and the Association/ Holding Organization upon its formation.
- xxix) Not to hang or display any clothes or articles of any kind on the outside of the windows or the places of outside windowsills, outside walls, balconies and parking spaces.
- xxx) Not to do or cause to be done anything whereby the insurance premium of the Building(s) may increase or which shall result in cancellation of insurance policy of the Building(s) or any of them.
- xxxi) Not to do anything or cause anything to be done whereby the structural stability of the Buildings or any of them shall be adversely affected.
- xxxii) To keep the interior wall, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Unit in good condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and shall keep the others occupiers of the building and/or the said Project indemnified from and against the consequences of any damage arising there from.
- xxxiii) Not to do anything or cause anything to be done whereby the common amenities fixtures and gadgets installed for the Project shall be damaged or adversely affected.
- xxxiv) Not to make any constructions on the car parking spaces, roof/terrace and common areas. Not to do anything whereby the other unit owners or the co-purchaser or the co-transferees are obstructed or prevented from enjoying their respective units quietly and exclusively.
- xxxv) To keep the said Unit(s) in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.
- xxxvi) Not to put up or affix any articles including nameplate signage and letter box or other similar articles in any of the common areas or outside walls and doors of the said Unit and/or the said Project save and except at the place and in the manner approved or provided therefore by the Developer or the Association/ Holding Organization.
- xxxvii) Not to bring nor store and/or allow to be kept or stored in the said Units(s) any offensive article or substances of combustible, obnoxious, hazardous, inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.

- xxxviii) Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the said Property or portion thereof.
- xxxix) To observe such other covenants as be deemed reasonable and framed from time to time by the Developer and/ or the Association/ Holding Organization.
- xl) Not to install any air conditioner and/or exhaust fan save and except at the place(s) approved by the Developer or the Association/ Holding Organization upon its formation.
- xli) Not to raise any disputes, obstructions or objection upon other co- owners/ occupiers to use and enjoy the common areas and amenities.
- xl ii) Not to raise any dispute or obstruction if any part or portion of the open space in the Project is reserved for exclusive use of any particular unit/ flat for the purpose of parking.

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the abovenamed
VENDOR/DEVELOPER at **Kolkata** in the presence of:

SIGNED SEALED AND DELIVERED by the abovenamed
OWNER at **Kolkata** in the presence of:

EXECUTED AND DELIVERED by the abovenamed
PURCHASER at **Kolkata** in the presence of:

RECEIVED of and from the within named
Purchaser the within mentioned sum of
Rs. _____/ = (**Rupees** _____ only).
being the consideration amount as per details below:

MEMO OF CONSIDERATION

Witnesses:

Signature of Vendor