

This **DEED OF CONVEYANCE**

Dated \_\_\_\_\_

**MADE BETWEEN**

**1. Owner:**

**(1) HASINA BIBI [PAN DOFPB7157K]**, wife of Abdul Rob Mondal, residing at Mandal Para, Nawabpur, P.O & P.S – Rajarhat, North 24 Parganas, Kolkata – 700 135 **(2) MD SAHIDUL ISLAM [PAN AAYPI1725N]**, son of Abdul Rob Mondal, residing at Bishnupur, P.O – Rajarhat Bishnupur, P.S – Rajarhat, North 24 Parganas, Kolkata – 700 135, **(3) SAIFUL ISLAM (PAN AAGPI7865R)**, son of Abdul Rob Mondal, residing at Mandal Para, Nawabpur, Reckjoani, P.O & P.S – Rajarhat, North 24 Parganas, Kolkata – 700 135, all are by faith – Islam, by occupation – Housewife & Business by Nationality – Indian ,

**Said Land owners No.1 to 3 is represented by their constituted Attorney Mr. Birendra Bhagat (Pan No. AGVPB4287H), Aadhar No. 7455-3919 7559**, son of Munilal Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, proprietor of **BHAGAT CONSTRUCTION** a proprietorship firm having its office at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120,

**(4) MR SISIR MANDAL (PAN NO. AKHPM5985D)** son of Himangsh Mandal, **(5) SMT PRIYANKA MANDAL (PAN NO. BEBPM9118R)**, wife of Sisir Mandal, both are by faith – Hindu, by occupation – Business & Housewife, by Nationality – Indian, both are residing at Reckjoani, Parbatpara, P.O & P.S – Rajarhat, North 24 Parganas, Kolkata – 700 135,

**Said Land owners No.4 & 5 is represented by their constituted Attorney, Mr. Birendra Bhagat (Pan No. AGVPB4287H), Aadhar No. 7455-3919 7559**, son of Munilal

Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, proprietor of **BHAGAT CONSTRUCTION** a proprietorship firm having its office at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120,

(**Owners**, includes successors-in-interest and/or assigns)

**And**

2. **BHAGAT CONSTRUCTION** a proprietorship firm having its office at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, represented by its Proprietor **Mr. Birendra Bhagat (Pan No. AGVPB4287H), Aadhar No. 7455-3919 7559, Mob-98312-52702**, son of Munilal Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120,

(**Developer/Confirming Party**, includes successors-in-interest and/or assigns)

**And**

3. **SRI**..... (PAN-.....) (Aaddhar .....) son of ....., residing at ....., **STATE – WEST BENGAL**

(**Buyers** include successors-in-interest).

Owner and the Developer hereinafter collectively referred to as the Sellers

Owner, Developer and Buyer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

## NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

### 4. Subject Matter of Conveyance

- 4.1 **Said Flat: Said Flat:** Residential Flat No. \_\_\_\_ on the \_\_\_\_ floor, having Super Built-up Area of \_\_\_\_\_ ( ..... ) square feet, more or less, described in **Part I** of the **Second Schedule** below, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**), in the residential building being (**Said Building**), forming part of the independent and separately sanctioned cluster of buildings (**Said Cluster**) which is a part of the project named **Bhagat Sapphire (Said Complex)**. The Said Cluster is constructed on a plot of land in Mouza Reckjoani, J.L. No. 13, within Rajarhat Bishnupur No. I Gram Panchayat (**RBGP**), Police Station Rajarhat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, described in the **First Schedule** below (**Said Property**).
- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land of the Said Complex, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share shall be derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Complex.
- 4.3 **Parking Space:** The right to park ~~XXXXX~~(XXXX) medium sized car in the **COVERED CAR** Parking space of about 135 square feet at the Ground level in the Said Complex, described in **Part II** of the **Second Schedule** below (**Parking Space**).
- 4.4 **Said Flat and Appurtenances:** The subject matter of this Conveyance are the Said Flat, Land Share and Parking Space above, which are collectively described in **Part III** of the **Second Schedule** below (collectively **Said Flat And Appurtenances**). **Together with** Conditional and non-exclusive right, only of user and enjoyment (**User Rights**) of the common areas, amenities and facilities of the Said Building and the Said Complex, the said common areas, amenities and facilities being described in the **Third Schedule** below (collectively **Common Areas**). It is clarified that (1) the Developer shall have absolute right to modify the Common Areas and (2) the Common Areas shall be available for use in common with other owners of the Said Building/Said Complex.

### 5. Background

- 5.1 By a Deed of Family Settlement dated 13.11.1967 registered in the Office of the Sub-Registrar Cossipore Dum Dum in Book No. I, Volume No.129, at Pages from 108 to 131, being Deed No.9112 for the year 1967, Abdul Rab Mondal, Monohar Necha Bibi, and Khodejan Bibi all became the absolute owner of 14 decimals land out of 27 decimals in C.S Dag No.1033, R.S /L.R Dag No.1096, under C.S Khatian No.773, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, A.D.S.R Rajarhat, within

the limits of Raharhat Bishnupur 1 No. Gram Panchayet, in the District – North 24 Pargahas.

- 5.2 While said Monohar Necha Bibi and Khodejan Bibi jointly owned and peacefully possess 7 decimals of land out of 14 decimals land out of 27 decimals in C.S Dag No. 1033, R.S /L.R Dag No. 1096, under C.S Khatian No.773, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, A.D.S.R Rajarhat, within the limits of Raharhat Bishnupur 1 No. Gram Panchayet, in the District – North 24 Parganas, transferred and sold the said piece and parcel of land to Madhusudan Dutta, Subimal Dutta, Satyandranath Dutta ans Shri Bhuban Kanti Dutta by virtue of Bengali Sale Deed dated 06/11/1971 registered before the office of A.D.S.R Barasat, Registry Office, North 24 Parganas recorded in Book No. I, Volume No. 8, Pages 252 to 259, Being No.696 for the Year 1971.
- 5.3 While the said Shri Madhusudan Dutta, Subimal Dutta, Satyandranath Dutta ans Shri Bhuban Kanti Dutta peacefully possessed and owned the said 7 decimals of land out of 14 decimals land out of 27 decimals in C.S Dag No. 1033, R.S /L.R Dag No 1096, under C.S Khatian No.773, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, A.D.S.R Rajarhat, within the limits of Raharhat Bishnupur 1 No. Gram Panchayet, in the District – North 24 Parganas, transferred to Abdul Rob Mondal (Husband of Land owner of 1 and father of owner No.2 & 3) by virtue of Bengali Sale Deed registered in the of the Cossipore Dum Dum on 19/01/1972 recorded in Book No. I, Volume No. 6, Pages 279 to 281, Being No.221 for the Year 1972.
- 5.4 Thus Abdul Rob Mondal became the owner and possessor of ALL THAT piece and parcel of Danga land measuring 14 (fourteen) decimal comprised in C.S Dag No. 1033, **R.S /L.R Dag No 1096**, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, and recorded his name under L.R Khatian No. 1560 before the Block and land Reforms Office Rajarhat, North 24 Parganas under Additional District Sub-Registration Office at Rajarhat within the local limits of Rajarhat Bishnupur 1No. Gram Panchyhet, in the District – north 24 Parganas morefully described in **First Schedule**.
- 5.5 That said Abdul Rob Mondal died intestate leaving behind his three legal heirs namely Hasina Bibi(wife) and two sons namely Md. Sahidul Islam and Saiful Islam as the owner and possessor of ALL THAT piece and parcel of Danga land measuring 14(fourteen) decimal comprised in C.S Dag No.

1033, **R.S /L.R Dag No 1096**, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, and recorded his name under L.R Khatian No. 1560 before the Block and land Reforms Office Rajarhat, North 24 Parganas under Additional District Sub-Registration Office at Rajarhat within the local limits of Rajarhat Bishnupur 1No. Gram Panchyot, in the District – north 24 Parganas morefully described in **First Schedule**.

- 5.6 Said Hasina Bibi, Md. Sahidul Islam and Saiful Islam mutated their name at B.L and L.R.O office in respect of separate [**L.R Khatian No. 8121** in the name of Hasina Bibi], [**L.R Khatian No. 8122** in the name of Md, Saidul Islam], [**L.R Khatian No. 8123** in the name of Md, Saiful Islam], in respect of **R.S /L.R Dag No.1096**.
- 5.7 One Sri Haridhan Mondal and Shri Guru Das Mondal both son of Joy Krishna Mondal was the absolute owner of 48 decimal land in R.S Dag No. 1090 and 1095, recorded in R.S Khatian No.1637 and 470, in Mouza – Reckjoani, under Police Station – Rajarhat, in the district of North 24 Parganas by virtue of Partition Deed dated 29.08.1989 registered in the office of AD.S.R Bidhannagar, Salt Lake City, recorded in Book No.I, Deed No. 7044 for the year 1989.
- 5.8 While said Sri Haradhan Mondal and Shri Guru Das Mondal jointly owned and peacefully possess 48 decimal land in R.S Dag No. 1090 and 1095, recorded in R.S Khatian No.1637 and 470, in Mouza – Reckjoani, J.L No.13 under Police Station – Rajarhat, in the district of North 24 Parganas, transferred and sold 2 Cottahs 2 Chittacks and 27 Sq.ft. out of 48 decimals of land equivalent to 3.4654 (Three point four six five four) decimals to Dhirendranath Das, son of Mangal Chandra Das by virtue of Sale Deed Dated 03/10/1989 registered before the office of A.D.S.R Bidhannagar, recorded in Book No.1, Volume No. 161, Pages 297 to 308, Being No.7553 for the year 1980.
- 5.9 While the said Dhirendranath Das peacefully possessed and owned the said 2 Cottahs 2 Chittacks and 27 Sq.ft. out of 48 decimals of land equivalent to 3.4654 (Three point four six five four) decimals in R.S Dag No. 1090 and 1095 recorded in R.S Khatian No.1637 and 470, in Mouza – Reckjoani, J.L No.13 under Police Station – Rajarhat, in the district of North 24 Parganas, transferred and sold the said property to Sisir Mandal and Smt Priyanka Mandal by virtue of Bengal Sale Deed registered in the Office of Sub-

Registry office A.D.S.R Rajarhat on 6.12.2016 recorded in Book No.I, Volume No. 1523-2016, Pages No. 365538 to 365556, Being Deed No. 152312143 for the year 2016.

- 5.10 Thus Sisir Mandal and Smt Priyanka Mandal became the owner of possessor of ALL THAT piece and parcel of (1) Pukur land measuring 0.3654(zero point three six five four) decimal out of 21 Decimal comprised in C.S Dag No.1029, R.S/L.R Dag No. 1090 under R.S Khatian No. 1637, (2) Danga Land measuring 3.10 (Three point one zero) decimal out of 33 Decimal comprised in C.S Dag No.1032, R.S/L.R Dag No. 1095 under R.S Khatian No. 470, all are recorded under L.R Khatian No. 5292 and 5489 in Mouza – Reckjoani, J.L No.13 under Police Station – Rajarhat, A.D.S.R Office at Rajarhat within the local limits of Rajarhat Bishnupur 1 No. Gram Panchyat , in the District – North 24 Parganas, totaling to land measuring 3.4654 (Three point Four Six Five frou) decimal **morefully described in First Schedule.**
- 5.11 **Execution of Development Agreement for Development and Commercial Exploitation:** The Owner no. 1 to 3 thereafter executed a Development Agreement on 9<sup>th</sup> February, 2018, registered in the Office of Additional District Sub Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 1523-2018, at Pages 62868 to 62915 being no. 01582 for the year 2018 with the Developer for commercial exploitation of the Said Property by constructing a multi-storied Building Complex by the name and style of '**BHAGAT SAPPHIRE**' consisting of various flats, apartments and other saleable spaces as per the sanctioned building plan from the concerned local authorities (hereinafter referred to as the **Said Project**).
- 5.12 **Grant of Power:** The said Owner also executed a Registered Development Power of Attorney dated ..... MONTH, 2018 whereby and whereunder they appointed, nominated and constituted the Developer as their true and lawful attorney for doing various acts, deeds and things as mentioned therein concerning the Said Project. The said Power of Attorney was registered in the office of Additional District Sub Registrar, Rajarhat and recorded in Book No. I, CD Volume No. ...., at Pages ..... to ....., being No. .... for the year 2018.
- 5.13 **Execution of Development Agreement for Development and Commercial Exploitation:** The Owner no. 4 & 5 thereafter executed a Development Agreement on 9<sup>th</sup> February, 2018, registered in the Office of Additional District Sub Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 1523-2018, at Pages 62916 to 62958 being no. 01584 for the year 2018 with the Developer for commercial exploitation of the Said Property by constructing a multi-storied Building Complex by the name and

style of '**BHAGAT SAPPHIRE**' consisting of various flats, apartments and other saleable spaces as per the sanctioned building plan from the concerned local authorities (hereinafter referred to as the **Said Project**).

- 5.14 **Grant of Power:** The said Owner also executed a Registered Development Power of Attorney dated ..... MONTH, 2018 whereby and whereunder they appointed, nominated and constituted the Developer as their true and lawful attorney for doing various acts, deeds and things as mentioned therein concerning the Said Project. The said Power of Attorney was registered in the office of Additional District Sub Registrar, Rajarhat and recorded in Book No. I, CD Volume No. ...., at Pages ..... to ....., being No. .... for the year 2018.
- 5.15 **Conversion:** Said Owners has applied for conversion of the Said Property to Housing Complex before the District Land and Land Reforms Office, Barasat and the said application for conversion was allowed by the said office vide a Certificate of Conversion dated 15/01/2016, bearing Memo no. .... in conversion case no..... of A.D.M & D.L & LRO, North 24 Parganas.
- 5.16 **Sanctioned Plans:** The Developer has got a building plan sanctioned by the competent authority for construction of inter alia the Said Building vide **MEMO NO. .... DATED ..... by ZILLA PARISHA and vide MEMO NO..... BY RAJARHAT PANCHAYAT SAMITY (Sanctioned Plan,** which includes all sanctioned/ permissible vertical/horizontal extensions and modifications made thereto from time to time from the competent authorities).
- 5.17 **Application and Allotment to Buyers:** The Buyers, intending to be the Transferees, upon full satisfaction of the Owner's title and the Developer's authority to sell, applied for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyers and the Sellers in due course entered into an agreement dated ..... (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.18 **Construction of Said Flat:** The Developer has completed construction of the Said Flat.
- 5.19 **Completion Certificate:** The Sellers have obtained the Completion Certificate dated ....., issued by Rajarhat Panchayat vide Memo No .....
- 5.20 **Conveyance to Buyers:** In furtherance of the above, the Owner and the Developer are completing the sale of the Said Flat And Appurtenances in favour of the Buyers, by these presents, on the terms and conditions contained herein.



- 5.21 **Understanding of Scheme by Buyers:** The undertaking and covenant of the Buyers that the Buyers have understood and accepted the under mentioned scheme of development:
- (a) **Development of Said Property/Said Complex:** The Developer is developing the entirety of the Said Property/Said Complex.
  - (b) **Extent of Rights:** The rights of the Buyers are limited to ownership of **(1)** the Said Flat **(2)** the Land Share **(3)** the right to park in the Parking Space, if any and **(4)** the User Rights in the Common Areas of the Said Complex and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the Common Areas or any other component or constituent.
  - (c) **Common Areas Subject to Change:** The Common Areas shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property/Said Complex and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.
  - (d) **Only User Rights in Common Areas:** The Buyers shall only have User Rights in the Common Areas and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Common Areas.
- 5.22 **Satisfaction of Buyers:** The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owner, right and entitlement of the Developer in the Said Property, the Sanctioned Plan, all background papers, the right of the Owner and the Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers and the covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Buyers hereby accept the same and shall not raise any objection with regard thereto.
- 5.23 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyers to the Sellers that the right, title and interest of the Buyers are confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the Said Property and the Said Building to third parties at the sole discretion of the Developer, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.

- 5.24 **Extension/Addition:** The undertaking of the Buyers to the Developer that notwithstanding anything contained in this Conveyance, the Buyers have no objection and shall under no circumstances have any objection to the Developer **(1)** integrating/adding (notionally or actually) to the Said Property/Said Complex (**Project Extension**) and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads **(2)** extending, modifying and realigning the Common Areas **(3)** modifying the Sanctioned Plans, as may be necessary in this regard and **(4)** granting to other Flat owners of the Said Complex and/or the Project Extension, if any all forms of right to use the Common Areas and Facilities.
- 5.25 **Undertaking of Buyers:** The Buyers further undertake that in consideration of the Sellers conveying the Said Flat And Appurtenances to the Buyers, the Buyers have accepted the above conditions and have granted and shall be deemed to have granted to the Owner, the Developer and the Project Extension Flat Owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas comprised in the Said Property/Said Complex, with right to connect the same to the Project Extension integrated/added to the Said Property/Said Complex.

## 6. Transfer

- 6.1 **Hereby Made** The Sellers hereby sell, convey and transfer to and unto the Buyers, absolutely and forever, free from encumbrances, the Said Flat And Appurtenances described in **Part III** of the **Second Schedule** below subject to covenants mentioned in this Conveyance, being:
- 6.1.1 **Said Flat:** Said Flat, being Residential **Flat No. \_\_\_\_** on the **\_\_\_\_ floor**, having Super Built-up Area of **\_\_\_\_ ( )** square feet, more or less, described in **Part I** of the **Second Schedule** below, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon, in the Said Building being, forming part of the Said Cluster which is a part of the Said Complex named **Bhagat Sapphire**. The Said Cluster is constructed on a plot of land in Mouza -Reckjoani, J.L. No. 13, within the jurisdiction of **RAJARHAT BISHNUPUR GRAM PANCHAYAT NO. I**, Police Station Rajarhat, Additional Sub-Registration Office, Rajarhat (New Town) (formerly Bidhannagar), District North 24 Parganas, described in the **First Schedule** below.
- 6.1.2 **Land Share:** Land Share, being undivided, impartible, proportionate and variable share in the land of the Said Complex, comprised within the Said Property, as be attributable and appurtenant to the Said Flat.
- 6.1.3 **Parking Space:** The right to park **xxx (xxxx)** medium sized car in the **COVERED CAR** Parking space of about 135 square feet at the Ground level in the Said Complex, described in **Part II** of the **Second Schedule** below.
- 6.1.4 **User Rights in Common Areas:** User Right being conditional and non-exclusive right, only of user and enjoyment of the Common Areas, being

described in the **Third Schedule** below. It is clarified that (1) the Developer shall have absolute right to modify the Common Areas and (2) the Common Areas shall be available for use in common with all the other Flat owners of the Said Complex and the Project Extension.

## 7. Consideration and Payment

- 7.1 The aforesaid transfer of the Said Flat And Appurtenances is being made by the Sellers in consideration for an amount of **Rs...../- (Rupees .....)** only, paid by the Buyers to the Developer, receipt of which the Developer hereby and by the Receipt of Consideration below, admit and acknowledge.

<u>DETAILS</u>	<u>AMOUNT (IN RS.)</u>
<b>FLAT PRICE (..... SQ.FT.)</b>	...../-
<b>ONE (1) COVERED CAR PARKING SPACE</b>	...../-
<b>TOTAL CONSIDERATION</b>	...../-

## 8. Terms of Transfer

- 8.1 **Title, Sanctioned Plans and Construction:** The Buyers have examined or caused to be examined the following and the Buyers are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:
- The right, title, interest and authority of the Owner and the Developer in respect of the Said Property, the Said Building and the Said Flat And Appurtenances;
  - The Sanctioned Plan sanctioned by the competent authority;
  - The construction and completion of the Said Building, the Common Areas, the Said Flat, the said Parking Space, if any including the quality, specifications, materials, workmanship and structural stability thereof;
  - The Completion Certificate issued by the competent authority.
- 8.2 **Measurement:** The Buyers are satisfied regarding the measurement of the Said Flat and agree and covenant not to ask for any details or question regarding the computation of area or make any claims in respect thereof.
- 8.3 **Salient Terms:** The transfer of the Said Flat And Appurtenances being affected by this Conveyance is:

- 8.3.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.3.2 **Absolute:** absolute, irreversible and in perpetuity.
- 8.3.3 **Free from Encumbrances:** free from encumbrances including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debutters*, *wakfs*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.3.4 **Benefit of Common Areas:** subject to the terms and conditions of this Conveyance, together with proportionate benefit of user and enjoyment of the Common Areas described in the **Third Schedule** below, in common with the other co-owners of the Said Building, the Said Complex and Flat owners of the Project Extension, including the Owner and the Developer (if the Owner and/or the Developer retain any Unit in the Said Project).
- 8.4 **Subject to:** The transfer of the Said Flat And Appurtenances being affected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Buyers regularly and punctually paying costs, expenses, deposits and charges for RBGP Tax, Land Revenue (*khazna*), surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat And Appurtenances.
- 8.4.2 **Payment of Maintenance Charge:** the Buyers regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in the **Fourth Schedule** below (collectively **Common Expenses/Maintenance Charge**).
- 8.4.3 **Stipulations:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **Fifth Schedule** below.
- 8.4.4 **Observance of Covenants:** the Buyers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Sixth Schedule** below.
- 8.4.5 **Indemnification by Buyers:** indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers hereunder as well as under the Said Agreement. The Buyers agree to keep indemnified the Owner and the Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner and the Developer and/or their successors-in-interest by reason of any default of the Buyers.

## **9. Possession**

- 9.1 **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat And Appurtenances has been handed over by the Developer to the Buyers, which the Buyers admit, acknowledge and accept.

## **10. Outgoings**

- 10.1 **Payment of Outgoings:** All municipal/panchayet taxes, land revenue, khazna, etc. on the Said Flat and Appurtenances, after expiry of 30 (thirty) days from the date of the notice of possession of the Said Flat And Appurtenances to the Buyers (**Date Of Possession**), shall be borne, paid and discharged by the Buyers.

## **11. Holding Possession**

- 11.1 **Buyers Entitled:** The Owner and the Developer hereby covenant that the Buyers shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Sellers or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Sellers.

## **12. Further Acts**

- 12.1 **Sellers to do:** The Sellers hereby covenant that the Sellers or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers and/or successors-in-interest of the Buyers, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers to the Said Flat And Appurtenances.

## **13. Roof Rights**

- 13.1 **Roof Rights:** the entirety of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof.

## 14. General

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.2 **Over Riding Effect:** It is clarified that in case of conflict between this Conveyance and the Said Agreement and/or any other prior document then in that case this Conveyance shall supersede the Said Agreement and/or any other prior document.
- 14.3 **Facility Manager:** Notwithstanding anything contained in the Said Agreement, it is clarified that the Developer may handle or may hand over management and upkeep of all Common Areas in the Said Complex to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that **(1)** the Developer/ Facility Manager shall operate, manage and render day to day services with regard to the Common Areas **(2)** the Developer/ Facility Manager shall levy and collect the Maintenance Charge **(3)** the Buyers shall be bound to pay the Maintenance Charge to the Developer/ Facility Manager **(4)** the Developer/ Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyers and it shall be deemed that the Developer/ Facility Manager is rendering the services to the Buyers for commercial considerations **(5)** subject to the terms and conditions of this Conveyance, the ownership of the Common Areas shall vest in all the residents of the Said Building, represented by the Association (after formation) and the Developer/ Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and **(6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Transferees of the Said Complex and the Project Extension after formation of the Association of all the Transferees and prior to the formation of the said Association, the Developer shall be at liberty to replace and/or impeach the Facility Manager at its sole discretion.**

## 15. Interpretation

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

**First Schedule  
(Said Property)**

**ALL THAT** piece and parcel of land measuring more or less 17.10 decimal more or less equivalent to 10(ten) Cottahs 5(five) Chittacks 23.76 (twenty three point seven six) Sq.ft. more or less lying and situate at Mouza- Reckjoani, J.L No. 13, R.S/L.R Dag No. 1095 & 1096, R.S No. 198, L.R Khatian No. 8121, 8122, 8123, 5292 & 5489, P.S- Rajarhat, under Bishnupur 1No Gram Panchayat, District 24 parganas (North). Which butted and bounded

**BUTTED AND BOUNDED**

On the North	Panchayat Road
On the South	Land of Sisir Mondal & Rina Das 7 Subir Nath Chakraborty
On the East	Land of R.S/L.R Dag No. 1090.
On the West	Land of R.S Dag No. 1095 & 1096 (Part).

**Second Schedule  
Part I  
(Said Flat)**

Residential **Flat No.** \_\_\_ on the \_\_\_\_\_ **Floor**, having Super Built-up Area of ..... (One ) square feet, more or less, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon, in the residential building forming part of the independent and separately sanctioned cluster of buildings which is a part of the project named **Bhagat Sapphire**. The Said Cluster is constructed on a plot of land in Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, PIN- 700135, within the jurisdiction of Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, described in the **First Schedule** above.

**Part II  
(Parking Space)**

- 5.1 The right to park **1(One)** medium sized car in the **COVERED CAR** Parking space of about 135 square feet at the Ground level in the Said Complex.

**Part III**  
**(Said Flat and Appurtenances)**  
**[Subject Matter of Sale]**

The Said Flat, being Residential **Flat No.** \_\_\_ on the \_\_\_\_\_ **Floor**, having Super Built-up Area of \_\_\_\_\_ (**One** ) square feet, more or less, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon, in the residential building forming part of the independent and separately sanctioned cluster of buildings which is a part of the project named **Bhagat Sapphire**. The Said Cluster is constructed on a plot of land in Mouza Reckjoani, J.L. No. 13, Police Station Rajarhat, PIN- 700135, within the jurisdiction of Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, described in the **First Schedule** above.

**Together With** the Land Share, being undivided, impartible, proportionate and variable share in the land in the Said Complex, comprised within the Said Property described in the **First Schedule** above, as is attributable to the Said Flat.

**And Together With** the Parking Space, being the right to park **1** (one) medium sized car in the **COVERED CAR** Parking space of about 135 square feet at the Ground level in the Said Complex, described in **Part II** of the **Second Schedule** above.

**And Together With** the User Rights in the Common Areas, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Property and the Project Extension, subject to the terms and conditions contained in this Conveyance.

**Third Schedule**  
**(Common Areas)**

The common parts and portions shall include –

- A) Paths and passages, internal roads, common passages, drive ways, entrance gates
- B) Administrative and care taker's Room
- C) The foundation columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
- D) Drains and sewers from the premises to the Municipal/Panchayet Duct.



- E) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- F) Common toilets and bathrooms on the Ground Floor meant for use of durwans, drivers, maintenance staff, etc.
- G) Boundary walls of the entire project including outer side of the walls of the Said Building and main gates.
- H) Water pump and motor with installation and room therefore.
- I) Bore well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required thereto.
- J) Water Treatment Plant.
- K) Electrical wiring, meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- L) Windows/doors/grills and other fittings of the Common Areas Generator its installations and its allied accessories and spaces required therefore.
- M) Lifts, Lift Machine Room and their accessories installations and spaces required therefore.
- N) Such other Common Areas, equipments, installations, fixtures, fittings in covered and open space in or about the Said Complex and/or the Said Building as are necessary for passage to or use and occupancy of the Flats as are necessary.
- O) Fire fighting system in the Said Building/Said Complex, if any.
- P) Machinery for twenty four hours water supply from captive and deep tubewells and water filtration plan
- Q) Childrens' Park
- R) Intercom facility.
- S) Top Roof of the Said Building for common use.
- T) Closed Circuit Camera/T.V.

**Fourth Schedule  
(Common Expenses/Maintenance Charge)**

- 1) Repairing, rebuilding, repainting, improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- 2) Painting with quality paint as often as may be necessary and in a proper and workmanlike manner all the wood, metal, stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
- 3) Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- 4) Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
- 5) Paying a fair proportion of the cost of clearing, repairing, instating any drains and sewers forming part of the Said Property.
- 6) Paying such workers as may be necessary in connection with the upkeep of the Said Property.
- 7) Cleaning as necessary the external walls and windows (not forming part of any Flat) in the Said Property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
- 8) Cleaning as necessary of the areas forming parts of the property.
- 9) Operating, maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer/ the Facility Manager/ Association (as applicable) may think fit.
- 10) Maintaining and operating the lifts.
- 11) Providing and arranging for the emptying receptacles for rubbish.
- 12) Collection and disposal of day to day garbage.

- 13) Paying proportionate rates, taxes, duties, charges, assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Said Building/Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any flat/Flat.
- 14) Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual purchaser.
- 15) Generally managing and administering the development and protecting the amenities in the building and for that purpose employing an agency and / or contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
- 16) Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- 17) Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/Flat.
- 18) Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television, aerials and such other equipment as the Developer/ Facility Manager/ Association (as applicable) may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
- 19) Administering the management, company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- 20) Appointment of the Facility Manager, Management Personnels and other Facility Management staff shall solely be appointed by the Developer/ the Association (upon formation).
- 21) The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Association it is reasonable to provide.
- 22) The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the Said Complex.

**Fifth Schedule  
(Stipulations)**

The Buyers and the other co-owners shall allow each other, the Owner, the Developer and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Buyers shall also be entitled to the same:

1. The right of common passage, user and movement in all Common Areas of the Said Complex;
2. The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Cluster/Said Complex/Said Property including the other Units and the Common Areas;
3. Right of support, shelter and protection of each portion of the Said Building/Said Cluster/Said Complex;
4. The absolute, unfettered and unencumbered right in common over the Common Areas of the Said Complex **subject to** the terms and conditions herein contained;
5. The right, with or without workmen and necessary materials, to enter upon the Said Building/Said Cluster/ Project Extension, including the Said Flat And Appurtenances or any other Unit for the purpose of repairing any of the Common Areas or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 24 (twenty four) hours prior notice in writing to the persons affected thereby;
6. Right of access to the Top Roof by all the owners of the Said Building;
7. Right of use and enjoyment of all the Common Areas.
8. The Common Areas and Facilities can be used by the Transferees and his/her immediate family members only however if a Transferee lets out his/her Flat/Unit, he/she may request a temporary suspension of his/her usage right of the Common Areas and Facilities and permission for usage of the Said Common Areas and Facilities by the tenant under his/her, only during the tenure of the tenancy.

**Sixth Schedule  
(Covenants)**

**Note:** For the purpose of this **Schedule**, the expression Owner shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Buyers elsewhere in this Conveyance.

1. **Buyers Aware of and Satisfied with Said Complex and Construction:** The Buyers are fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Areas, the User Rights and all other ancillary matters and also further waive the right, if any, to do so. The Buyers have examined and are acquainted with the Said Building to the extent already constructed and to be further constructed and have agreed that the Buyers shall neither have nor shall claim any right over any portion of the Said Building/the Said Cluster/the Said Complex/the Said Property **save and except** the Said Flat And Appurtenances.
2. **Buyers to Pay Rates & Taxes:** The Buyers shall pay the Rates & Taxes (proportionately for the Said Building/Common Areas and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyers), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the RBGP, such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers further admit and accept that the Buyers shall not claim any deduction or abatement in the aforesaid bills.
3. **Buyers to Pay Maintenance Charge:** Subject to the provisions mentioned hereinabove, the Buyers shall pay the Maintenance Charge on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers further admit and accept that **(1)** the Buyers shall not claim any deduction or abatement in the bills relating to Maintenance Charge and **(2)** the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).
4. **Buyers to Pay Interest for Delay and/or Default:** The Buyers shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyers shall pay interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment, to the Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyers also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyers and the Buyers shall be disallowed from using the Common Areas and facilities.
5. **Developer's Charge/Lien:** The Developer shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyers to the Developer provided however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand

extinguished on the financial institution clearing all dues of the Developer.

6. **No Obstruction by Buyers to Further Construction:** The Developer is entitled to construct further floors on and above the top roof of the Said Building and/or to make other constructions elsewhere in the Said Complex/the Said Property and/or the Project Extension and the Buyers shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyers due to and arising out of the said construction/developmental activity. The Buyers also admit and accept that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.
7. **No Rights of or Obstruction by Buyers:** All open areas in the Said Cluster/the Said Complex/the Said Property proposed to be used for open/ covered car parking space do not form part of the Common Areas within the meaning of this Conveyance and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and disposed off the same or any part thereof.
8. **No Obstruction of Common Areas:** The Buyers shall not obstruct the Project Extension Flat Owners and/or their nominee/s in using the Common Areas including the right to ingress and egress to/from/through the Said Cluster/the Said Complex/the Said Property.
9. **Variable Nature of Land Share:** The Buyers fully comprehend and accept that **(1)** the Land Share is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building **(2)** if the area of the Said Building is recomputed by the Developer or if the Developer integrates/adds (notionally or actually) any construction to the Said Building (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Buyers), then and in such event, the Land Share shall vary accordingly and proportionately and the Buyers shall not question any variation (including diminution) therein **(3)** the Buyers shall not demand refund of any amount from the Consideration paid by the Buyers on the ground of or by reason of any variation of the Land Share and **(4)** the Land Share are not divisible and partible and the Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
10. **Buyers to Participate in Formation of Association:** Subject to the **Fourth Schedule** above, the Buyers admit and accept that the Buyers shall join the Association and shall become a member thereof with voting rights. In this regard, the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by the Developer. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Areas and the Said Building. Each transferee will be entitled to cast a vote irrespective of his/her/its size

of Flat/Unit. The Buyers further admit and accept that the Buyers shall not object to the Project Extension Flat Owners joining the Association.

11. **Obligations of Buyers:** The Buyers shall:

- (a) Co-operate in the management and maintenance of the Said Building, the Said Cluster, the Said Complex and Project Extension by the Developer/the Facility Manager/the Association (upon formation).
- (b) Observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Said Cluster, the Said Complex and Project Extension.
- (c) Pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances wholly and the Common Areas in proportion, after 15 (fifteen) days from the date of Possession Letter.
- (d) Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to other intending buyers. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, outside walls of the Said Building, the Said Cluster and the Said Property **save** in the manner indicated by the Developer/the Facility Manager/the Association (upon formation).
- (e) Use the Said Flat for residential purpose only. Under no circumstances shall the Buyers use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyers shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) Not alter, modify or in any manner change the **(1)** elevation and exterior colour scheme of the Said Flat and the Said Building and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyers make any alterations/changes, the Buyers shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer /the Association (upon formation) for restoring it to its original state.
- (g) Not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Areas or the Said Building. The Buyers shall not install

any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Buyers shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyers on the inner side of the doors and windows of the Said Flat as per approved design and specified norms at extra costs. Such designs and the place of installation shall have to be got approved by the Architect/ Sellers. The Buyers shall only install split air-conditioners and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyers that no out-door units of split air-conditioners will be installed on the external walls of the Said Building. For split air-conditioners the Buyers shall install the out-door unit of the same either inside the Buyers' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyers shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Buyers accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Cluster/Said Complex, which is beneficial to all.

- (h) Not sub-divide the Said Flat and Appurtenances and the Common Areas, under any circumstances.
- (i) Not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Conveyance.
- (j) not to use the name/mark **Bhagat Sapphire** in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Flat and if the Buyers do so, the Buyers shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of the mark **Bhagat Sapphire**.
- (k) not use the Said Flat or the Common Areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) Not keep in the Parking Space, if any, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always as it is at present. Dwelling or staying of any person or blocking by putting any articles in the Parking Space shall not be permitted.



- (m) Not to use or permit to be used the Parking Space/s, if any, for any other purpose whatsoever other than parking of Buyers' own car/cars or motor cycle.
- (n) not to let out, mortgage or give on rent or transfer the Parking Space, if any, independently and separately of the flat/unit.
- (o) not to bring in any contractor or any labour or mason of the Buyers so long as the Said Complex is not made over by the Sellers to the the Facility Manager/the Association (upon formation).
- (p) not to allow watchman, driver, domestic servants or any other person employed by the Buyers or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
- (q) Shall not harbour any bird or animal in the Common Areas of the Said Building/ Said Complex/ Project Extension. In no event shall dogs and other pets be permitted on elevators or in any of the Common Areas of the Said Building/ Said Complex/ Project Extension unless accompanied.
- (r) Not to attach or hung any radio or television aerial from the exterior of the Said Building.
- (s) Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (t) not obstruct the Developer/the Facility Manager/the Association (upon formation) in their acts relating to the Common Areas and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Cluster and/or the Said Complex and/or Project Extension and selling or granting rights to any person on any part of the Said Building/the Said Cluster/the Said Complex (excepting the Said Flat and the Parking Space, if any).
- (u) Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (v) Not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for the use of the Common Areas.
- (w) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefore.
- (x) Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any and the Common Areas.

- (y) Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- (z) not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Flat/Said Building/Said Complex/ Project Extension **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a standardized name plate outside the main door of the Said Flat.
- (aa) Not keep any heavy articles or things that are likely to damage the Floors or install and operate any machine or equipment **save** usual home appliances.
- (bb) Not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (cc) Not install or operate any machinery or equipment except home appliances.
- (dd) Not misuse or permit to be misused the water supply to the Said Flat.
- (ee) not damage the Common Areas in any manner and if such damage is caused by the Buyers and/or family members, invitees or servants of the Buyers, the Buyers shall compensate for the same.
- (ff) not hang or cause to be hung clothes from the balconies of the Said Flat.
- (ab) not smoke in public places inside the Said Complex which is strictly prohibited and the Buyers and his/her/their/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished.
- (ac) not pluck flowers or stems from the gardens, plants.
- (ad) not throw or allow to be thrown litter on the grass planted within the Said Complex.
- (ae) not trespass or allow to be trespassed over lawns and green plants within the Said Complex.
- (af) not overload the passenger lifts and shall move goods only through the staircase of the Said Building.
- (ag) not use the elevators in case of fire.
- (ah) not cover the Common Areas, fire exits, balconies of the Said Flat.
- (ai) not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Said Flat

or any part of the Said Building or cause increased premium to be payable in respect thereof if the Said Building is insured.

12. **No Objection to Construction:** The Buyers have accepted the scheme of the Developer to construct on other portions of the Said Building/the Said Cluster/the Said Complex/the Said Property/the Project Extension /adjacent properties and hence the Buyers have no objection to the continuance of construction in the Said Building/the Said Cluster/the Said Complex/the Said Property/the Project Extension /adjacent properties, even after the Date Of Possession. The Buyers shall not raise any objection to any inconvenience that may be suffered by the Buyers due to and arising out of the said construction activity.
13. **Notification Regarding Letting:** If the Buyers let out or sell the Said Flat and Appurtenances, the Buyers shall immediately notify the Developer/ Facility Manager/the Association (upon formation) of the tenant's/transferee's address and telephone number.
14. **No Right in Common Areas and Other Areas:** Save and except the User Rights, the Buyers shall not have any right in the Common Areas and other portions of the Said Building/the Said Cluster/the Said Complex/the Said Property and the Buyers shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the Common Areas and said other portions of the Said Property/the Said Complex/ the Project Extension.
15. **Limitation of Access to Common Areas:** The access to the ultimate roof/Common Areas in common with other owners of the Said Building shall be permissible BUT not to use the Common Areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

### **Execution and Delivery**

**In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

**Hasina Bibi, Md. Sahidul Islam, Saiful Islam, Sisir Mandal and Smt Priyanka Mandal**

---

**[Owner]**

**Bhagat Construction**

---

[Developer/Confirming Party]

---

**Buyers**

**Drafted by:**

Advocate  
**Paraj Barman**

**Witnesses:**

- 1.
- 2.

**IDENTIFIED BY:**

**SRI PARAJ BARMAN, SON OF SRI PANKAJ KUMAR BARMAN  
39, CHINAR PARK, RAJARHAT ROAD, P.O – HATIARA, P.S - BAGUIATI  
NORTH 24 PARGANAS, PIN: 700157, WEST BENGAL INDIA.**

**Receipt of Consideration**

Received from the within named Buyers the within mentioned sum of **Rs...../- (Rupees .....)** only towards full and final payment of the Consideration for the Said Flat And Appurtenances described in **Part III** of the **Second Schedule** above.

<b><u>CHEQUE NO./NEFT/ CASH</u></b>	<b><u>DATED</u></b>	<b><u>BANK</u></b>	<b><u>AMOUNT (IN RS.)</u></b>


**Bhagat Construction**

\_\_\_\_\_

[Developer]

**Witnesses:**

Signature\_\_\_\_\_ Signature\_\_\_\_\_

Name : \_\_\_\_\_ Name : \_\_\_\_\_

**IDENTIFIED BY:**

**SRI TAPAN KUMAR GHOSH, SON OF LATE PANCHANAN GHOSH  
BISHNUPUR, POST OFFICE-BISHNUPUR, POLICE STATION-RAJARHAT,  
NORTH 24 PARGANAS, PIN: 700135, WEST BENGAL INDIA.**

**LAYOUT DESIGN OF**

**FLAT NO. ...., ON..... FLOOR ADMEASURING**  
**..... SQ.FT.,**  
**BHAGAT SAPPHIRE**