

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

अभिधमकण पश्चिम बंगाल WEST BENGAL

36AB 230690

THIS INDENTURE OF CONVEYANCE made this the 17th day of January 2020 ED

BETWEEN

LABONYA GROUP Proprietor Shri Saptarshi De (PAN_ ADXXXXXX1G) constituted under proprietorship Concern, hevng office situated at Bara Kanthalia, Po- Sewli Telenipara, Barrackpore, North 24 Parganas, Kolkata-700121, and West Bengal, Residing at **76, Barasat Road, Po-NC Pukur, Dist-24 Pgs,(N), Barrackpore, Kolkata-700122, West Bengal** Herein after referred to as the **SELLER / DEVELOPER** of the **FIRST PART**

AND

MR / MS. XX Person (Aadhar No. _____, son/ daughter / wife of aged _____ years. by nationality havng his/her permanent residence at _____ and having PAN No. [Hereinafter singly/ joint referred to as the "Allettee". which expression shall, unless excluded by context or otherwise, include his/her/their executors, administrators, successors in interest and permitted assigns of the **SECOND PART**

OR

_____ a company incorporated under the provisions of the Companies Act, 1933/Companies Act, 1956/Companies Act, 2013", with its registered office at _____ and having PAN No. _____ CIN No. _____. Represented herein by Mr/Mrs. _____ by nationality - indian, aged _____ years, having PAN No. _____ duly authorised vide resolution date _____ (hereinafter referred to as the Allottee, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

OR

MR. _____ (Anadhar No. _____) son or Mr. _____ Indian, age _____ years, having PAN No. _____. For self and as the Karta joint Mitakshara Family known as _____ HUF, having its place of business/ residence at _____ and having PAN No. _____ (hereinafter referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being or the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owner, Promoter and the Allottee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. In the events as hereinbefore recited the Owners are thus absolutely seized and possessed of and/or otherwise well and sulkier* entitled to the said Premises, free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever each of the Owners being entitled to an independent and distinct undivided share or interest **into** or upon the said Premises.
- B. By an agreement dated 26/11/ December 2013 entered into between the Owners and the Seller/Developer herein and registered at the office of the Additional District Sub Registrar, Moore, South 24 Parganas In Book No. 1 CD Volume No. 41 Pages; 1900 to 1951 Being Deed No. 10142 for the year 2013 the Owners have granted the exclusive right of development in respect of the said Premises unto and in favour of the Seller/Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (herein after referred to as the DEVELOPMENT AGREEMENT).
- C. In pursuance of the said Development Agreement **and in** furtherance thereof the Seller caused a map or plan to be sanctioned by Xdikata Murikipai Corporation being NO. 2016090056 dated 09/02/2017 (hereinafter referred to as the said PLAN) whereby the Seller became entitled to construct erect and complete a nm building at the said premises comprising of ground plus 2- upper floors comprising of various self-contained Units apartments constructed spaces **and car parking spaces** to be ultimately held and/or enjoyed independently of cad' other on ownership basis.
- D. Upon sanction of the Plan the seller and the OwllleS have identified their respective allocations in terms of the said **Development Agreement** and each of the Seller and the Owners are entitled to enter **into** agreement for sale and transfer in respect of their respective allocations independently of each other.
- E. The Said Land (Premises) has been earmarked for the purpose of building therein a residential project, comprising multi-storeyed apartment buildings and the said project shall be known as "VICTORIA VISTAS." (hereinafter referred to as the "Project");

The Kolkata Municipal Corporation has vide Building Permit No. _____ granted the **sanction** for development of the said Project.

- F. The Promoter registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- G. The Purchaser had applied for an apartment in the Project *vide* application No. _____ dated _____ and was allotted apartment no _____ having Carpet Area of _____ square feet, built up area of _____ square feet and Super Built Up Area or type _____ on floor in (tower /block /building) no _____ (building) along with covered /open parking No. _____ admeasuring approximately _____ square feet in (hereinafter collectively referred to as the 'Apartment' and as more fully and particularly described in the **Second Schedule** written hereunder, with the floor plan of the apartment annexed hereto as **Annexure— B**);
- H. Pursuant thereto the Parties executed an agreement for sale dated _____ for the said Apartment ("AFS"), on the terms and condition set out therein and in accordance with Applicable Laws. The said APS has *been* registered in the office of _____ in Book No. _____ CD Volume No. _____ Pages to _____ being No _____ for the year _____;
- I. By a memo bearing reference no. _____ dated _____ the Kolkata Municipal Corporation granted a completion certificate under Applicable Laws in respect of the Project;
- J. Pursuant to receipt of the completion certificate, the Promoter has issued a possession **notice** dated _____ to the Purchaser, In compliance with the provisions of the APS, and the Purchaser being in compliance with the provisions of the AFS and paying all amount due with respect to the Apartment In accordance with the terms thereof, the Parties have now agreed to execute this Deed;
- K. On or before the execution of this Deed, the Purchaser and/or the Association, as the case may be, have examined or caused to be examined the following and the Purchaser {Association has fully satisfied himself/ itself as to;
- a) the floor plan, area and other dimensions and specifications of the Apartment;
 - b) the layout plan and sanctioned plan of the Project and the Building;
 - c) the workmanship and materials used in construction of the Project;
 - d) the amenities, facilities and Common Areas of the Project; and
 - e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Deed is being executed with regard to the Apartment;
- and the Purchaser and the Association have further agreed, represented and undertaken, jointly and severally, not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;
- L. The Parties have 90/10 through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein;
- M. The Parties hereby confirm that they are executing this Deed with full knowledge of all the laws, roles, regulations, notifications, etc., applicable to the Project;
- N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide *by* all the terms, conditions and stipulations contained In this Deed and all Applicable Laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter; and
- O. In accordance with the terms and conditions .set out in this Deed and as mutually agreed upon by and between the Parties, the Promoter hereby executes this Deed in favour of the Purchaser

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

SECTION I- DISCLOSURES, DISCLAIMER CONFIRMATION AND ACKNOWLEDGEMENT

- 1.1 At or before the execution of this Deed the Developer has provided to the Purchaser a certificate being the Report on Title of its Advocate and the Purchaser has satisfied himself/herself/itself as to:**
- i) The title of the Owners.**
 - ii) Gone through the title deeds relating to the said Premises**
 - iii) sags-fled hirriself/herself as to the legal ownership in respect of the saki premises and acknowledges that the Owners have a marketable title in respect thereof.**
 - iv) J.las gone through the said Development Agreement 2241 August 2014 and has fully understood the rights of the Deveiooper.**
 - v.) inspected the plan sanctioned by the authorities concerned,**
 - 1.1), Acknowledges that the right of the Purchaser shall remain restrict to the said Apartment and the Properties **Appurtenant** thereto and that the Purchaser shall have no right over and In respect of the other parts and portions of the said new building,**
 - vii) Actifrowidgedes that the terms and conditions of this Deed are fair and reasonable.**
 - Viii) Has obtained independent legal advise and the Advocates **SD** appointed by the Purchaser has also caused necessary searches/investigation of title to be made**
 - ix) Acknowledges that the said new building Is **going** to be a very prestigious building in the cicy of Kolkata and as such the Purchasers agrees to abide by the berms and conditions herein contained and also the house rules as hereinafter appearing.**
 - x) Has Inspected the letter dated 01.07,2016 from 11-IFL addressed to the Seller releasing Its charge over and In respect of the said Apartment and the properties appurtenant thereto.**
 - xi) The Purchaser has gone through all the terms and conditions set out in this Deed and has understood their respective obligations and rights detailed herein**

- xii) The Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project
- xiii) The Purchaser has fully satisfied itself as to the carpet area comprised in the said Apartment and the Developer has delivered to the Purchaser copies of all time deeds including a copy of the plan sanctioned by Mohanpur Gram Panchayat
- hir) The Purchaser is fully satisfied as to the structural stability of the said new building

SECTION II – SALE AND TRANSFER

THAT in consideration of the *said* Sale Agreement dated _____ AND in further 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/Seiler (the receipt whereof the Developer/Seller doth hereby and also by the receipt hereunder written doth admit and acknowledge to have been received and of and from the payment of the same and every part thereof) the Developer/Seller with the consent and concurrence of the Vendors/Owners doth hereby sell transfer convey assure assign and grant **ALL THAT the Apartment No. --- on the --- floor of the new building situated at the said Premises (the said Premises more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written) containing carpet area of _____ sq.ft. built up area a _____ square feet and Super Built Up Area of _____ square feet (be the same a little more or less), along with covered _____ /open parking No, admeasuring approximately _____ square feet TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the *said* APARTMENT situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon Annexure B) forming part of the Developers Allocation as defined in the said Development Agreement TOGETHER WITH the right to use the common areas Installations and facilities in common with the other co-Purchasers and the owners and the other lawful occupants of the Building and/or Housing Complex (more fully and particularly mentioned and described in the **THIRD****

SCHEDULE hereunder wrkten) **BUT EXCEPTING AND RESERVING** such rights easements quasi- easements privileges reserved for any paracular Unit/ unit, and/or the Society and/or Association of Co-owners **AND TOGETHER WITH** all easements or quasi- easements and provisions in connection wil, the beneficial use and enjoyment of the Said Unll and the Properties Appurtenant Thereto **TO HAVE AND TO HOLD** the said **APARTMENT** hereby sold transferred and conveyed and every part or parts or parts thereof unto and to the use of the Purdiaser **SUBJECT TO** the House Rules and the restrictions (more fully and particularly mentioned and the and described In the **FIFTH SCHEDULE** hereunder written) **AND** also subject to Purchaser making payment of the proportionate share or common area maintenance charges (hereinafter referred to as the **CAM CHARGES**) payable in respect of the Said Unit and the Properties Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written)

2.2 AND the Vendors and each one oF them in discharge of their obligations under the

said Development Agreement cloth hereby sell transfer disclaim release relinquish and disclaim **ALL THAT** the undivided indivisbie proportionale share in the land comprised in the sold Premises attributable to the said Apartment (hereinafter referred to as the **UNDIVIDED SHARE**) **TO HOLD** the said **UNDIVIDED SHARE** unto and to the Purchaser atSotutoly and forever.

SECTION-III

3. AND THE VENDORS AND THE DEVELOPER AND EACH ONE OF THEMHEREBY COVENANTS WITH THE PURCHASER as follows:

a) **THAT** notwithstanding any act deed or matter or thing whatsoever done bye Vendor/Developer or executed or knowingly suffered to the contrary the Vendor/Developer is now lawfully rightfully and absolutely seized and possessed of and/or otherwi.se well and sufficiently entitled to the Said Apartment and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor/Developer now have In themselves good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment and the Properties Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.
- c) THAT the said Apartment hereby sold granted and conveyed Of expressed or intended so to be is now Free from all claims demands encumbrances liens attachments ispendens debuttar or trusts made or suffered by the Vendor/Developer or any person or persons having or lawfully or equitably claiming any estate or Interest therein through under or In trust for the Vendor/Developer.
- d) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment and may receive all rents Issues and proRs thereof without any Lawful eviction Interruption claims or demands whatsoever by the Vendor and/or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept Indemnified against all estates charges encumbrances liens attachments ispendens debuttar or trust or Claims and demands whatsoever created occasioned or made by the Vendor and/or Developer or any person or persons having or lawfully or equitably claiming as aforesaid. THAT the Vendor and the Developer and all persons having or lawfully or equitable claiming any estate or interest in the Said Apartment or any Part thereof through under or in trust for the Vendor and/or Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring The Said Apartment and every part thereof unto and

to the use of the Purchaser in the manner as aforesaid as shall or may **be** reasonably required.

- g) **THAT** the Vendor/Developer has not at any time done or executed or knowingly **suffered** or *been party to any act* deed or thing whereby and where under the said **Apartment** hereby granted transferred and conveyed or expressed so to **he** or any part thereof can or may **be** Impeached encumbered or affected in title or otherwise.

SECTION IV — PURCHASER'S COVENANTS

4. AND THE PURCHASER HEREBY COVENANTS WITH THE VENDOR AND THE DEVELOPER as follows:

- I. **THAT** the Purchaser and all other persons deriving title under him/her/it shall and will at all times **hereafter** shall observe the restrictions/ House Rules regarding **the user** of the said Unit and also the obligations **set forth in the FIFTH SCHEDULE** hereunder written and acknowledges **that** observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said New Building.
- II. **THAT the** Purchaser shall within three months from the date of execution of these presents at his/her cost shall **applied for obtaining mutation of his/her name as the owner** and until **Apartment is not separately assessed** the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes **and impositions** payable in respect of the Building, as may be determined and fixed by the Developer and/or or Holding Organisation /Association formed as the case may be without raising any objection whatsoever.
- III. **THAT the** Purchaser shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax,

Urfaan Land Tax, and other impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Apartment and proportionately for the Dading as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of such Rates and Taxes to the Developer and AIR also pay based on the estimates for providing the services (Including insurance) during the year (hereinafter referred to as maintenance charges Estimates) and such Charges may be revised during the year and upon appointment of the FMC to such FMC or Holding Organisation.

SECTION V — OTHER COVENANTS

5. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN

THE PARTIES HERETO as follows:

- I. THAT the Undivided share in the land attributable to the said Apartment and the proportionate share in Common parts and portions hereby said and transferred and attributable to the said Apartment shall always remain impartible.
- ii. THE right of the Purchaser shall remain restricted to the said Apartment and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the Building,
- iii. THE said building constructed at the said Premises shall always be known as "The Avenue".
- iv. The Purchaser shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or

the rights of the other owners and occupiers of the said Housing Complex and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)

- v. **The Purchaser shall obtain separate electricity meter for the said Apartment in Its/his/her name at his/her/its own cost/expenses and the Developer shall offer the necessary assistance. The PURCHASERS agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever,**

The Purchaser further acknowledge that in the event of the Purchaser committing breach of any of the said rules and regulations or to make timely payment of the proportionate share of CAM Charges then and in that event the other Unit owners and/or occupiers of the said Housing Complex will independently be entitled to enforce the same against the Purchaser.

- vii. **That subject to the provisions of this Deed, the interest which the Promoter and the Owner do hereby profess to transfer subsists and that the Owner and the Promoter have full right, power and absolute authority to grant, sell, transfer, convey, assign and assure the Apartment unto the Purchaser and the Common Areas unto the Association;**

That subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, It shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and to hold and enjoy the Apartment and/or every part thereof and to receive rents, Issues and profits thereof without any Interruption, distribution, claim or demand whatsoever from or by the Owner or the Promoter or any person or persons claiming through, under or in trust for any of them; and

- ix. **That the Promoter and the Owner shall, subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, from time to time and at**

all times hereafter, upon *every* reasonable request and at the cost of the Purchaser, make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever For further, better or more perfectly and absolutely assuring the Apartment unto the Purchaser and the Common Areas unto the Association.

6. THE PURCHASER, WITH INTENTION TO BRING ALL PERSONS INTO WHOSEVER'S HANDS THE APARTMENT MAY COME, AND THE ASSOCIATION (AS APPLICABLE) HEREBY COVENANT AND AGREE WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

- i) That the Promoter [has already given the delivery of vacant, peaceful, Satisfactory and acceptable possession of the Apartment on 1 shall Simultaneously with the execution of this Deed *give* delivery, of vacant, peaceful, satisfactory and acceptable possession of the Apartment] (hereinafter referred to as the "Possession Date") to the Purchaser, which the Purchaser hereby admits, acknowledges and accepts;
- ii) That the Purchaser shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser herein, including but not limited to those mentioned in the Fifth Schedule hereunder written;
- iii) That the Purchaser's right at all times shall be limited to the Apartment and the Association's right at all times shall be limited to the Common Areas;
- iv) That the Association hereby grants to the Purchaser, the right to use the Common Areas in common with the other Co-Buyers and/or Co-Occupiers of the Project provided that, since the share /interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Project, without causing any 'inconvenience or hindrance to them;
- v) That, on and from the Possession Date, the Purchaser shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter or the Association, as the case may be in the manner and at *such* Intervals and at such rates as may be decided by the Promoter or the Association, as the case may be, falling which the Promoter or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- vi) That the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter or the Association, as the case may be, from time to time in its regard;

- vii) That the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges including but not limited to the Common Charges and Expenses determined and thereafter billed by the Promoter or the Association, as the case maybe, and performance by the Purchaser of all his/her/its obligations in respect of the terms and conditions specified by the Promoter or the Association, as the case maybe, from time to time;
- viii) That the Purchaser shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "Outgoings") related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Purchaser shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Promoter or the Association, as the case may be. Further, on and from the Possession Date, the Purchaser shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;
- k) That the Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Owner and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Purchaser;
- x) That the Apartment along with the right to use the parking area shall be treated as a 1-Angle indivisible unit for all purposes;
- xi) That the Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies) with respect to the Apartment;
- xii) That the Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association;
- xiii) That wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other Co-Buyers in the Project, the same shall be in the proportion which the Carpet Area or the Apartment bears to the total Carpet Area of all the apartments in the Project;
- xiv) That the Purchaser and the Association have granted and shall be deemed to have granted to the Promoter, the Owner and the Co-Buyers and/or Co-Occupiers of the Project and all their successors-in-Interest/tit/a

unfettered and perpetual easement over, under and above all Common Areas;

- xv) That the Purchaser shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Purchaser shall use the garage or parking space only for the purpose of keeping or parking vehicles;
- xvi) That the Purchaser and the Association agree that the Promoter, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project, and the Purchaser agrees to permit the Promoter and the Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect; and
- r,iii) That the purchaser hereby accepts, confirms and declares that the covenants of the Purchaser as contained in this Deed shall (A) run perpetually; and (B) bind the Purchaser and his/its successors-in-title or Interest and that the Purchaser shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Deed.

7, DEFECT LIABILITY

- i) It is agreed that in case any structural defect or any other defect to workmanship, quality or provision of services or any other obligations of the Promoter as per this Deed relating to the Apartment, is brought to the notice of the Promoter by the Purchaser, within a period of five (5) years, from the date of expiry of two (2) months from receipt by the Promoter, of the completion certificate or the occupancy certificate, as the case may be, the Promoter shall be responsible to rectify such defects in the manner specified under Applicable Laws. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
- ii) Notwithstanding anything stated hereinabove, the Promoter shall not be liable for defects pertaining to the following:
 - a) Equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, trap formers and gym equipment) which carry manufacturer's guarantees for a limited period;

- b) Fittings relating to plumbing, sanitary, electrical, hardware, etc, having natural wear and tear;
- c) Allowable structural and other deformations including expansion quotient and
- d) Works such as painting, which are subject to wear and tear,

A. ASSOCIATION & COMMON AREAS

- i) The Purchaser hereby further agrees and acknowledges that he/she shall be Incumbent upon the Purchaser to Join the Association as a member (if It/he has not already done so) and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Purchaser shall pay the necessary subscription and/or other contributions amounts, together with the proportionate costs and expenses for transfer of the Common Areas in the Association, including but not limited to stamp duty and registration costs, if any. The Purchaser hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchaser shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association,
- ii) Each Unit in the Project shall represent one (1) share, Irrespective of the number of persons owning such Unit. Further, in the event a Unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Deed as the Purchaser shall only be entitled to become a member of the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.
- lit) The Purchaser hereby agrees and acknowledges that Promoter, has handed over, or shall handover, the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the Handover Date). Save as provided herein, on and from the Handover Date, the Association shall *Inter ea* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser and the Association shall, Jointly and severally, keep each of the Over and the Promoter fully safe, harmless and indemnified in respect thereof.

- iv) The Purchaser acknowledges that as on the day of this Deed, the non-interest bearing security deposit of INR (Indian Rupees) which was deposited with the Promoter by the Purchaser has been pooled into a corpus deposit ("Corpus Deposit"). The Purchaser further agrees and acknowledges that such Corpus Deposit, has been or shall be, handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Purchaser and the several Co-Buyers of the Project to the Promoter together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Purchaser and the several Co-Buyers of the Project *inter alia* as a sinking fund. The Purchaser undertakes to make good and pay to the Association all such amount that, have been or may be, deducted/adjusted as aforesaid by the Promoter as due and payable by the Purchaser and/or to replenish any shortfalls caused on account of the Purchaser. Further, It is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments or otherwise after the handover of the Corpus Deposit by the Promoter to the Association and the Purchaser and the Association shall jointly and severally keep the Promoter indemnified for the same.

In case of failure of the Purchaser to pay the Common Charges and Expenses on or before the due date, the Purchaser authorises the Promoter or the Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Corpus Deposit to the Association. On any such adjustments being made from the Corpus Deposit, the Purchaser hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Association with respect thereto.

- vi) The Promoter and/or the Association, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project and such payment towards the Corpus Deposit shall not absolve the Purchaser of its obligation to pay the applicable maintenance charges in terms of this Deed.
- vii) The Purchaser acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.

- viii) The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the proportionate share of the Common (charges and Expenses and further acknowledges that non-payment of the Rime is likely to affect the maintenance and rendition of the common services, thus affecting the right of the **Co-Buyers and/or Co-Occupies in the project.**
- ix) Further, the Purchaser **agrees and undertakes** to pay all necessary deposits/charges to the Promoter or the Association, as the case **may be,** including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter **Or** the Association, as the case may be each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- x) Without prejudice to the rights available under this Deed, In the event that any **amount payable to the Promoter or** the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as It may reasonably **determine for recovery** of the said amounts.

Y. PROVISIONS OF THIS DEED APPLICABLE TO PURCHASER / SUBSEQUENT-PURCHASERS

- i) **It is dearly understood and so agreed by and between the Parties hereto** that all the provisions contained herein and the obligations arising **hereunder** in respect of the Apartment and the Project shall equally be **applicable to and enforceable against** and by any subsequent purchasers of the Apartment, in case of a transfer, **as the said obligations** go along with the Apartment for all intents and purposes.

10- WAIVER & RIGHTS

Failure on the part of the Parties to **enforce at any time or** for any period of Time the provisions hereof shall not **be construed to be a 'waiver of any provisions or of the right** thereafter to enforce each and every provision. Each of the rights of the respective Parties hereto are independent, cumulative and without prejudice to **all other** rights available to them.

11. SEVERABILITY

- i) If any provision of this Deed shall **be determined** to be void or unenforceable under Applicable Laws, such provisions of the Deed shall **be deemed amended or deleted in so far as** reasonably **Inconsistent with the purpose** of this Deed and to the extent necessary to conform to the Act or the rules **and regulations made thereunder or under Applicable Laws, as the case may be, and the remaining provisions of this Deed** shall remain valid and enforceable as applicable at the time of execution of this Deed

12. STAMP DUTY & REGISTRATION

The charges towards stamp duty and registration of this Deed shall be borne by the Purchaser.

13. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with Applicable **Laws** for the time being **in force and courts at Kolkata shall have jurisdiction for this Deed.**

**FIRST SCHEDULE
SAID LAND (PREMISES)**

PART I — FREEHOLD PROPERTY

ALL THAT brick built massages tenements hereditaments buildings outhouses structures and premises having a built up area of 10015.8 square feet together with the piece and parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 00 bights 05 cottahs 00 chittacks and 334.5 square meter more or less situate lying at and being a portion of the western part of Premises No. 6, Wireless Gate, Barasat Road, Barrackpore, North 24 Parganas, Kolkata-700122, West Bengal' Police Station Titagar within Ward NO. 20 of Mohanpur Gram Panchayat, Sub Registration office Barrackpore in the District of North 24 Parganas (formerly 24 Parganas) and butted and bounded as follows;

ON THE NORTH	By premises No. Barasat Road,
ON THE SOUTH	By premises No. LR 17 No. Dug's property,
ON THE EAST	By Weir Less Station (Government Property),
ON THE WEST	By premises Bupendra Nath Chakraborty Property, (Leasehold property as hereinafter appearing

PART — LEASEHOLD PROPERTY

ALL THAT the piece and parcel of land here ditarnerits and premises having a built up area of 10015.8 square feet together with the piece and parcel of land measuring 05 cottahs 00 Chittacks (more or less) situate lying at and being the remaining portion on the western portion of Premises No. 6, Wireless Gate, Barasat Road, Barrackpore, North 24 Parganas, Police Station Titagar Kolkata-700122, West Bengal within Ward No. 20 of the Mohanpur Gram Panchayat Sub Registration Office Barrackpore District North 24 Parganas and butted and bounded as follows:

ON THE NORTH	By lands of Barasat Road,
ON THE SOUTH	By lands of LR 17 No. Dug's property,
ON THE EAST	By the Weir Less Station (Government Property)
ON THE WEST	By Bupendra Nath Chakraborty Property,

PART — III — THE SAID PREMISES

ALL THAT brick built massages tenements hereditaments buildings outhouses structures and promises situate lying at and being Municipal Premises No. 6, Wireless Gate, Barasat Road, Barrackpore, North 24 Parganas, P.S.- Titagarh, Kolkata-700122, West Bengal, contain[ng in aggregate an area of 00 bighas 05 cottahs 00 chittacks and 10015.8 sq. ft. (More or less) together with all structures standing thereon under Ward No.20 within the limits of Mohanpur Gram Panchayat and butted and bounded in the manner following:

ON THE NORTH By Premises No. Barasat Road
ON THE SOUTH By Premises No. LR 17 No. Dug's property,
ON THE EAST By Weir Less Station (Government Property)
ON THE WEST By Bupendra Nath Chakraborty Property,

SECOND SCHEDULE
(APARTMENT)

ALL THAT Apartment No. _____ on _____ floor of the Building No. _____ having Carpet Area of _____ square feet, built up area of _____ square feet and Super Built Up Area of _____ square feet, comprised of _____ Bedroom, _____ Kitchen, _____ Bathroom, living cum dining, _____ veranda, open terrace admeasuring about _____ and _____ servant quarters.

PARKING SPACE

_____ four-Wheeler covered / open /mechanical parking No. _____ admeasuring approximately _____ square feet.

Promoter / Developer
M/s. LABONYA GROUP
Prop- Shri Saptarshi De

THE THIRD SCHEDULE MOVE REFERRED TO
(COMMON AREA" PARTS AND PORTIONS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways,
2. Drains and sewers from the Properties to the Municipal Duct.
3. Water sewerage and **drainage** connection pipes from the Rats to drains and sewers common to the Properties.
4. Toilets and bathrooms for use of domans, driversr maintenance staff of the Properties.
5. The durwans & maintenance staff rest room with electrical wiring switches and point nrungs and fixtures.
6. Boundary walls of the Properties including outer side of the wails of the building and main gates.
7. Water pump and motor with Installation and room therefore.
- B. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fillings and fixtures for lighting the staircase lobby and other common areas (excluding those as *are* installed for any patellar Rat) and spaces required therefore.
- 10. Windows/doors/grills and other 19ttings of the common area of the Properties.**
11. Generator its installations and its allied accessories and room,
12. Lifts,, Lift wells and their accessories installations and spaces required therefore.
13. Fire Fighting equipment_
14. Such other common parts areas including gym, banquet hail, swimming pool, indoor games room bar-b-q area, equipments installations fixtures fittings covered and open space In or about the said Properties and/or the building as are necessary for passage to or use and occupancy of the Fiats as are necessary,

THE FOURTH SCHEDULE ABOVE REFERRED TO
(common EXPENSES)

1. Repairing rebuilding repainting improving or other 15-eating as necessary and keeping the said Unit and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged pares thereof.
2. Painting with quality paint as often as may (In the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Unit and the ekremal surfaces of all exterior doors of the Ruitding and decorating and colouring all *such* parts of the Unit as usually are or ought to lie,
3. Keeping the gardefts and grounds of the property generally In a neat and tidy condition and tending and renewing all lawns Rowers beds shrubs trees forming part (hereof as necessary and maintaining repairing and Mere necessary reinstating any boundary wall hedge or fence.
1. Keeping the private road in good repair and dean 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 premises,
6. Paying such workers as may be necessary in connection with the upkeep of the Premis
7. Insuring any risks.
8. Cleaning as necessary the External walls and windows (nor forming part of any unit) In the property as may be necessary keeping cleaned the common parts and hafts passages landing and stair cases and all other common parts of the building.
9. Geaning as necessary of the areas forming parts of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Premises and providing such additional lighting apparatus as the Lessor may think Fit.
11. Maintaining and operating the lifts,
12. The proportionate share for upkeep maintaining and carrying our all repairs a ndfor renovations into or upon the said mechanical car park.
13. Providing and arranging for the emptying receptacles for rubbish,
Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building Or any part thereof excepting in so *far as* the same are the responsibility of the individual owners/occupiers of any Unit.
15. 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 any Individual owner of any Unit.

16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants or any of the Unit.
17. 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.
18. 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 Seller/occupier of any Unit.
19. The Purchase maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
20. Limiting 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.
21. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organization it is reasonable to provide.
22. Such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be Final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be Incurred at any time.

THE FIFTH SCHEDULE ABOVE REFERRED TO

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE APARTMENT

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whose hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that basements and service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including *but* not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;

2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project., the Promoter and/or the Association, as the case may be. In the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter and/or the Association, as **the case** may be, as may be made Yom time to time in the best interest of the Apartment, Building and/or the Project.,
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
1. That the Allottee shall pay to the Promoter or the Association, as the **case** may be, damages and/or compensation for damage **or** destruction to any common fixtures and fittings; utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Allot-tee and/or any occupier of the Apartment and/or family members; guests or servants or the Allottee or such other occupiers of the Apartment;
5. That the Ailottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer ID he done anything in or to the Building, or the Apartment, **or the staircases,** common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment. *its* walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
5. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the roles and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Ailottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Allottee shall not put any sign-board/narne-plate, neon Eight, publicity **material or** advertisement material etc. On the face/facade **of the** Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
- E. That the Ailottee shall not change the colour scheme of the outer walls or painting of **the exterior side of** the windows or carry out any change in the exterior elevation **or design;**
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are **so** heavy as to damage the conStruction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packagi2s, which may damage **or** likely to damage the staircases,

common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee. In this behalf, the Allottee shall be liable for the consequences of the breach;

10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, **nor at** any time make or cause to be made any addition or alteration of whatever nature **in or** to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association;
12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the *same* to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
15. That the Allottee shall bear and pay **increases in local** taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold;
16. That the Allottee shall sign and execute such papers and documents, and do all deeds, and things as may be necessary from time to time for safeguarding the **mutual interests** of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project
17. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address and telephone number;
18. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
19. That the Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
20. That the Allottee shall not do or permit to be done any new window, doorway, path, passage, drain or other encroachment or easement to be made in the Apartment

21. That the Allottee shall not instal grills, the design of whldi has not been suggested and/or approved by the Promoter or the Association or in any other manner do **any** other act which would affect or detract from the uniformity and aesthetics of the exterior of the Eli...111[1Mo];
22. That the Allottee shall not build, erect or put upon the common Areas any item of any nature whatsoever;
23. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the &Hiding or the Project in any manner;
24. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;
25. That the Allottee shall not use the Apartment for any Illegal, or immoral purpose or for any commercial or industrial activities whatsoever;
26. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
27. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grided wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
28. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
29. That the Allottee shall not shift, or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
30. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
31. That the Allottee shall not change/after/modify the name of the Building and the Project from that mentioned in this Agreement;
32. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
33. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
34. That the Allottee shall 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;
35. That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;
36. That the Allottee shall not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/his 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;

37. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
38. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
39. That the Allottee shall not use the elevators in case of Fire;
40. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
41. **That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;**
42. That the Allottee shall not put any dollies in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
43. That the Allottee shall remain fully responsible for any domestic help or driver employed by the Allottee and any pets kept by the Allottee;
44. That the Allottee shall not put any dollies in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
45. That the Allottee shall remain fully responsible for any domestic help or drivers employed by the Allottee and any pets kept by the Allottee;

IN WITNESS WHERE OF the parties have here into. Set and subscribed their respective hands and seal the day month and year first above written

SIGNED AND DELIVERED BY THE SELLER

At Barrackpore In the presence of

SIGNED AND DELIVERED BY THE OWNERS

At Barrackpore In the presence of

SIGNED AND DELIVERED BY THE PURCHASER

At Barrackpore In the presence of

MEMO OF CONSIDERATION

Received Rupees _____ (Rupees _____)
towards the total consideration for the sale Apartment as per the terms of this Deed.

LABONYA GROUP
Saptarshi De
Promoter