

THIS INDENTURE OF CONVEYNACE is made at Kolkata on
this __day of_____ **TWO THOUSAND AND TWENTY** _____

BETWEEN

1) TELEQUIP BARTER PRIVATE LIMITED (PAN NO. AAECT0980B)
, a Company incorporated under the Companies Act, 1956 having its

Registered Office at 34, Kazipara Road, Ground Floor, Behala , Police Station - Behala, Kolkata - 700060, **(2)AERROLINK VENTURES PRIVATE LIMITED (PAN NO. AAKCA1497N)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 34, Kazipara Road, Ground Floor, Behala , Police Station - Behala, Kolkata - 700060, **(3)GABARIAL SUPPLIERS PRIVATE LIMITED (PAN NO. AAECG5444K)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 27/1, Chinar Park, Teghoria, Police Station - Baguihati, Kolkata - 700157, **(4) ROYALPET EXIM PRIVATE LIMITED (PAN NO. AAFCR6435C)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at AE-326, Salt Lake City, 2nd Floor, Police Station - Vidhan Nagar, Kolkata - 700064, **(5) DHANKAMAL VANIJYA PRIVATE LIMITED (PAN NO. AAECD0982H)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 8, LakeTown, Block - B, Police Station - Lake Town, Kolkata - 7000 89, **(6) MANGAL RASHI EXIM PRIVATE LIMITED (PAN NO. AAHCM6728P)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 63/2B, Belgachia Road, Police Station - Ultadanga, Kolkata - 700037, **(7) ISE STOCK BROKING SERVICES PRIVATE LIMITED (PAN NO. AABCI0355G)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 29A, Weston Street, C-2, 3rd Floor, Police Station - Bow Bazar, Kolkata - 700012, **(8) CAPABLE SUPPLIERS PRIVATE LIMITED (PAN NO. AAEC6808M)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20, B. L. NO. - 4, Jagaddal, North 24 Parganas, Police Station - Jaggadal, West Bengal - 743126, **(9) BNP BANIJYA PRIVATE LIMITED (PAN NO. AADCB2286P)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at D-75, Bangur Avenue, 3rd Floor, Police Station - Lake Town, Kolkata - 700055, **(10) HILLTOP DEALCOMPRIATE LIMITED (PAN NO. AACCH4433M)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 52, Weston Street, 3rd Floor, Police Station - Bow Bazar, Kolkata - 700012, **(11)ADITI SANCHAR SUVIDHA PRIVATE LIMITED (PAN NO. AACCA2081N)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 27, Brabourne Road, 4th Floor, Room No. 401, Police Station - Hare Street, Kolkata - 700001 at Ajanta Housing, **(12) OMEGA VENTURES PRIVATE LIMITED (PAN NO. AAACO2921M)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 1-B, Black Burn Lane , 4th Floor, Police Station - Bow Bazar, Kolkata - 700012, **(13) MAYANK VYAPAAR PRIVATE LIMITED (PAN NO. AAECM5354Q)**, a Company incorporated under

the Companies Act, 1956 having its Registered Office at 34A, Metcalfe Street, 2nd Floor, Police Station - Bow Bazar, Kolkata - 7000 12, **(14) COMPARE DELEARS PRIVATE LIMITED (PAN NO. AADCC0148B)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 91, Amlangshu Sen Road, 3rd Floor, Police Station - Lake Town, Kolkata - 700048, **(15) SURVI DEALERS PVT. LTD. (PAN NO. AAHCS2056A)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 13, Khudiram Bose Sarani, 4th Floor, Police Station - Dum Dum, Kolkata - 700080, **(16) MANIKALA MERCHANTS PRIVATE LIMITED (PAN NO. AAHCM6803H)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 30/3, Goa Bagan Lane, Police Station - Burtolla, Kolkata - 700006, **(17) ZUMMA INFRASTRUCTURE PRIVATE LIMITED (PAN NO. AAACZ5435D)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at RGM-18/22, Jhowtala, Teghoria, Police Station - New Town, Kolkata - 7000157, **INDIVAR MARKETING PRIVATE LIMITED (PAN NO. AACC18193B)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 25, Chinar Park, Flat No. 2F, Police Station - Baguihati, Kolkata - 700157, **BANGABHUMI VINIMY PRIVATE LIMITED (PAN NO. AACCB8095R)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 33, C. R. Avenue, Room No. 909, P. S. : Police Station - Bow Bazaar, Kolkata - 700012, **(20) BROWN VYAPAAR PRIVATE LIMITED (PAN NO. AACCB7939A)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 4&5, Judges Court Road, Flat No. 2C, Police Station - Alipore, Kolkata - 700027, **(21) BARBARIK TRADING PRIVATE LIMITED (PAN NO. AAECB7414Q)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 115/107, Palash Sarani, Bhadrakali, Police Station - Uttarpara, Hooghly - 712232, **(22) GULLIVER TRADING PRIVATE LIMITED (PAN NO. AABCG0601P)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16, Tarachand Dutta Street, Police Station - Jorasanku, Kolkata - 700073, **(23) NLM PROJECTS PRIVATE LIMITED (PAN NO. AADCN9271A)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 53C, Motilal Nehru Road, Police Station - Lake Police Station, Kolkata - 700029, **(24) NLM TRADING PRIVATE LIMITED (PAN NO. AADCN7770J)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 53C, Motilal Nehru Road, Police Station - Lake Police Station, Kolkata - 700029, **(25) MURMURIA DEVELOPERS PRIVATE LIMITED (PAN NO. AAGCM8040H)**, a Company incorporated under the Companies Act,

1956 having its Registered Office at 53C, Motilal Nehru Road, Police Station - Lake Police Station, Kolkata - 700029, **(26) NASWAR VANIJYA PRIVATE LIMITED (PAN NO. AACCN2595G)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 18, British India Street, Police Station - Hare Street, Kolkata - 700069, **(27) MIDCITY DEALERS PRIVATE LIMITED (PAN NO. AAHCM4906D)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 7B, Kiran Shankar Roy Road, 1st Floor, Police Station - Hare Street, Kolkata - 700001, **(28) JAMUNA DEALCOM PRIVATE LIMITED (PAN NO. AAC CJ3508P)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 125, N. S. Road, 6th Floor, Police Station - Hare Street, Kolkata - 700001, **(29) DAISY AGENCY PRIVATE LIMITED (PAN NO. AADCD4392A)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 125, N. S. Road, 6th Floor, Police Station - Hare Street, Kolkata - 700001, **(30) CHAMPION COMMO SALES PRIVATE LIMITED (PAN NO. AADCC9680L)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 125, N. S. Road, 6th Floor, Police Station - Hare Street, Kolkata - 700001, **(31) HIRANMAYI DISTRIBUTORS PRIVATE LIMITED (PAN NO. AACCH3818G)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 26A, P. K. Tagore Street, Sashi Sadan, 1st Floor, Police Station - Jora Bagan, Kolkata - 700006, **(32) HIMALAYA DEAL TRADE PRIVATE LIMITED (PAN NO. AACCH3845B)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 106, Buxarah Road, Police Station - Jagacha, Howrah - 711110, **(33) ASHWINI DISTRIBUTORS PRIVATE LIMITED (PAN NO. AAJCA8083D)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 17/8, Hut Lane, Mallich Phatak, Police Station - Howrah, Howrah - 711101, **(34) BIPIN MARKETING PRIVATE LIMITED (PAN NO. AAECB7042A)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 17/8, Hut Lane, Mallich Phatak, Police Station - Howrah, Howrah - 711101, **(35) LONGVIEW VINCOM PRIVATE LIMITED (PAN NO. AABCL7292F)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 101, Balam Dey Street, Police Station - Girish Park, Kolkata - 700006, **(36) PRIMEROSE DEAL TRADE PRIVATE LIMITED (PAN NO. AAFCP4569B)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 106, Buxarah Road, Police Station - Jagacha, Howrah - 711110, **(37) AVENUE SUPPLIERS PRIVATE LIMITED (PAN NO. AAJCA1553G)**, a Company incorporated under the Companies Act, 1956 having its Registered

Office at 94, Phears Lane, 4th Floor, Police Station - Bow Bazar, Kolkata - 700012, **(38) K R OVERSEAS PRIVATE LIMITED (PAN NO. AACCK0101B)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 221/1, Strand Road, 2nd Floor, Police Station-North Port, Kolkata - 700001 **(39) AMBALA TRAFIN PRIVATE LIMITED (PAN NO. AACCA1184G)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 187, Rabindra Sarani, 2nd Floor, Police Station - Burra Bazar, Kolkata - 700007, **(40) MAHIMA COMMERCIAL COMPANY PRIVATE LIMITED (PAN NO. AABCM 7544B)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 187, Rabindra Sarani, 2nd Floor, Police Station - Burra Bazar, Kolkata - 700007, **(41) FEMINA STOCK MANAGEMENT COMPANY LTD. (PAN NO. AAACF3689H)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 132, M. G. Road, Police Station - Burra Bazar, Kolkata - 700007, **(42) RITESHWARI TRADING & INVESTMENTS PRIVATE LIMITED (PAN NO. AABCR3519H)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 7/1A, Grant Lane, 3rd Floor, Police Station - Bow Bazar, Kolkata - 700012, **(43) LIGHT HOUSE DEALER PRIVATE LIMITED (PAN NO. AABCL9077E)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 47, Sir Hariram Goenka Street, 3rd Floor Police Station - Posta Thana, Kolkata - 700007, **(44) CHAMPION VANIJYA PRIVATE LIMITED (PAN NO. AECC1679C)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 47, Sir Hariram Goenka Street, 3rd Floor, Police Station - Posta Thana, Kolkata - 700007, **(45) CAREFUL PROJECTS ADVISORY LIMITED (PAN NO. AECC1950A)**, a Company incorporated under the Companies Act, 1956 having its Registered Office 6, Lyons Range, Fortuna Chamber, Police Station - Hare Street, Kolkata - 700001, **(46) ABHIJIT AGARWAL (PAN NO. AJZPA1342H)**, son of Om Prakash Agarwal, residing at 326 East Ghoshpara Road, Shyamnagar, 24 Parganas North, Police Station - Noapara, West Bengal, Pin - 743127, **(47) O P AGARWAL HUF (PAN NO. AABH00483N)** of 326 East Ghoshpara Road, Shyamnagar, 24 Parganas North, Police Station - Noapara, West Bengal, Pin - 743127, **(48) TARA DEBI AGARWAL (PAN NO. AFRPA1195C)**, wife of Om Prakash Agarwal, residing at 326 East Ghoshpara Road, Shyamnagar, 24 Parganas North, Police Station - Noapara, West Bengal, Pin-743127 **(49) SHANKAR LAL HARLALKA (PAN NO. AAMPH2774A)**, son of Late Radhe Shyam Harlalka, residing at 5/1, Clive Row, Room No. 54, 2nd Floor, Police Station - Hare Street, Kolkata -700001 **(50) PUSPA HARLALKA (PAN NO. AARPH0896G)**, wife of Shankar Lal Harlalka, residing at

5/1 , Clive Row, Room No. 54, 2nd Floor, Police Station - Hare Street, Kolkata -700001 **(51) LAXMI JALAN (PAN NO. ACUPJ9508Q)**, wife of Pawan Kumar Jalan, residing at 5/1 , Clive Row, Room No. 54, 2nd Floor, P.S. Police Station - Hare Street, Kolkata -700001**(52) PAWAN KUMAR JALAN (PAN NO. AFHPJ1902J)**, son of Late Narayan Prasad Jalan, residing at 5/1 , Clive Row, 2nd Floor, P.S. Hare Street, Kolkata -700001 **(53) OM PRAKASH HARLALKA (PAN NO. AARPH0895F)** son of Late Radheshyam Harlalka, residing at 55, Atindra Mukherjee Lane, Police Station - Shibpur, Howrah-711102 **(54) RAJESH HARLALKA (PAN : NO.AASPH6924Q)**, son of Late Radheshyam Harlalka, residing at 55, Atindra Mukherjee Lane, Police Station - Shibpur, Kolkata - 711102 **(55) ANITA HARLALKA (PAN NO. AAPP5197J)**, wife of Om Prakash Harlalka, residing at 55, Atindra Mukherjee Lane, Police Station - Shibpur, Howrah-711102 **(56) SWETA PODDAR (PAN NO. ACHPH3752R)**, daughter of Shankar Lal Harlalka, residing at 106, Kiron Chand Singha Road, Block – GA3, 2nd Floor, B Type, Police Station - Shibpur, Howrah - 711102 **(57) RAMA BAGARIA (PAN NO. ADYPB7052Q)**, wife of Binod Kumar Bagaria, residing at 162/2, Banaras Road, Police Station-Malipanchghara, Howrah - 711106 **(58) KUSUM JHUNJHUNWALA (PAN NO. ACQPJ5736Q)**, wife of Dilip Kumar Jhunjhunwala, residing at 28, Sree Ram Dhaing Road, Police Station - Malipanchghara, Howrah- 711106 **(59) GOVIND LAL PUROHIT (PAN NO. AGBPP2057P)**, son of Late ManiramPurohit, residing at 131, Rajendra Avenue, Police Station-Uttarpara, Howrah - 712258 **(60) SATYANARAYAN YADAV (PAN NO. AAIPY7077M)**, son of Late Dindayal Yadav, residing at 29/1, Daya Ram Naskar Lane, Police Station - Malipanchghara, Ghusri, Salkia, Howrah - 700107 hereinafter collectively referred to as the **OWNERS** and the said Owners are represented by their constituted attorney **MR.VISHAL KHETAWAT (PAN NO.AFCPK7934A)** son of Mr. Babulal Khetawat residing at P-15, C I T Road, Scheme VIM, P.S. Phoolbagan, P.O. Kankurgachi, Kolkata - 700054 (hereinafter referred to as the **ATTORNEY**) in pursuance of 3 (three) Power of Attorney dated 17th April 2013, 18th May 2013 and 23rd May 2013, respectively all duly registered in the Office of Additional District Sub – Registrar at Alipore, 24 Parganas (South) and recorded in Book No. IV, CD Volume No. 2, Page Nos. 4263 to 4302, being no. 00817 for the year 2013, Book No. IV, CD Volume No.3 , Page Nos. 1805 to 1833 , being no. 01056 for the year 2013, Book No. IV, CD Volume No. 3, Page No. 2694 to 2723, being No. 01129 for the year 2013 . (which term or expression shall unless excluded by or repugnant to the subject or context in the case of the companies be deemed to mean and include their respective successor and/or

successors in their respective offices/interest and assigns and in the case of the HUF and individuals shall be deemed to mean and include their respective heirs, legal representative, executors, administrators and assigns) of the **FIRST PART**;

AND

RAMESWARA INFRASPACE LLP (PAN NO. AANFR0026J) a limited liability partnership firm carrying on business at No.19A Sarat Bose Road, Kolkata 700 020 Police Station – Bhowanipore, represented by one of its partners **MR.VISHAL KHETAWAT (PAN NO.AFCPK7934A)** son of Mr. Babulal Khetawat residing at P-15, C I T Road, Scheme VIM, P.S. Phoolbagan, P.O. Kankurgachi, Kolkata-700054 having been duly authorized by the other partners hereinafter referred to as the **“VENDOR/DEVELOPER/PROMOTER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of Rameswara Infraspace LLP and their respective heirs legal representatives successor and/or successors in office/interest and assigns) of the **ONE PART**;

AND

SHRI _____ **(Aadhaar No.**
 _____) **(PAN** _____), son
 of _____, being Contact No.
 _____ residing at _____,
 P.O. _____ P.S. _____, Pincode –
 _____, _____ **AND**

SHRI _____ **(Aadhaar No.**
 _____) **(PAN** _____), son
 of _____, being Contact No.
 _____ residing at _____,
 P.O. _____ P.S. _____, Pincode –
 _____, _____ hereinafter collectively
 referred to as the **PURCHASERS/ALLOTTEES** (which term or

expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns)_ of the **OTHER PART;**

AND

[If the Allottee is a company]

_____, (CIN no.) a company incorporated under the provisions of the Companies Act, [1956 .or the Companies Act, 2013 as the case may be], having its registered office at _____, represented by its authorized signatory, (Aadhaar no. _____) duly authorized vide board resolution _____ hereinafter referred to as the "Allottee (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns)_ of the **OTHER PART;**

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Allottee" ((which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns)_ of the **OTHER PART;**

[If the allottee is a HUF]

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

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). of the **OTHER PART;**

WHEREAS:

- A)** By an Indenture of Conveyance dated 7th August, 2012 and made between Barindra Nath Chatterjee therein referred to as the Owner/Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub Registrar, Barrackpore in Book No. I, CD Volume No.22, Pages 895 to 960, **Being No.08707, for the year 2012**, the Owners herein jointly became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the various pieces and parcels of contiguous **land forming** one single parcel of bastu land containing by estimation an area of **354.95 Cottahs** equivalent to **5.867 Acre** or **586.70 Decimal** (more or less) comprised in L.R. & R.S. Dag No. 46/997, L.R. & R.S. Dag no. 38/1681 L.R. & R.S. Dag no. 38/1680, L.R. & R.S. Dag No. 46, L.R. & R.S. Dag No.46/1682 recorded in old L.R. Khatian No.3401 and new L.R. Khatian Nos. being 3947, 3948, 3949, 3950, 3951, 3952, 3953, 3954, 3955, 3956, 4032, 4043, 4044, 4045, 4046, 4047, 4048, 4049, 4050, 4051, 4058, 4076, 4077, 4078, 4079, 4080, 4081, 4082, 4084, 4085, 4086, 4088, 4089, 4090, 4091, 4092, 4093, 4094, 4119, 4120, 4122, 4123, 4124, 4125, 4126, 4127, 4128, 4129, 4130, 4131, 4132, 4133, 4134, 4163, 4164, 4165, 4166, 4167 and 4202 Touzi No.2998, Survey No.38 in Mouza Monirampur, J.L. No. 2 and lying at new Municipal Holding No.197 (old Municipal Holding No. 34) in new Ward No.22 (old Ward No. 94) within the limits of North Barrackpore Municipality, S. N. Banerjee Road, Post Office & Police Station - Barrackpore, District - North 24 Parganas, Pincode - 700120 ("Said Land") (hereinafter referred to as the said **TOTAL PROPERTY**) for the consideration and subject to the terms and conditions contained and recorded in the said Indenture.

- B)** The Owners had purchased and acquired the said Total Property for the purpose of undertaking the development thereof and at the time when the said Total Property was acquired by the Owners, various parts and portions of the said Total Property was in occupation of various persons (hereinafter referred to as the OCCUPANTS).
- C)** After protracted negotiations the Owners caused the said Occupants to vacate the portions in their respective occupation and for the purpose of rehabilitating the said Occupants the Owners transferred and/or allotted to the said Occupants a part or portion of the said total property containing by estimation an area of **5.340 Decimal equivalent to 216.2 Sq. Metres** (more or less) (hereinafter referred to as the **OCCUPANTS AREA**) on the terms and conditions agreed upon.
- D)** In addition to the above and for the purpose of facilitating development of the said total property, the Owners transferred by way of Gift unto and in favour of Barrackpore Municipality an area of land forming part of the said total property containing by estimation an area of **18.214 Decimal equivalent to 737.065 Sq. Metres** (more or less) (hereinafter referred to as the **MUNICIPALITY AREA**).
- E)** After providing for the said Occupants Area and the said Municipality Area the remaining part or portion of the said Total Property containing by estimation an area of **563.146 Decimal** (more or less) was available for development (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **PREMISES/PROPERTY**).

By an Agreement dated 28th February, 2015 (hereinafter referred to as the DEVELOPMENT AGREEMENT) entered into between the Owners and the Vendor/Developer and registered at the Office of Registrar of Assurance-II, Kolkata, entered in Book No. I, Volume No. 20, Page Nos. 1324 to 1370, being **Deed No. 03568 for the year 2015**, the Owners granted the exclusive right of development in respect of the said

Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Development Agreement.

The said Development Agreement inter alia provides as follows:

- “10.1 In consideration of the said Development Agreement it has been agreed by and between the parties hereto that the Owners shall be entitled to 10% (ten percent) of the various flats units apartments constructed spaces and car parking spaces and together with the undivided proportionate share in all common parts portions areas facilities and amenities and together with the undivided proportionate share in the land comprised in the said Premises attributable thereto (hereinafter referred to as the OWNER’S ALLOCATION/SHARE) to be dealt with in such manner as may be mutually agreed upon between the parties and that the Developer shall be entitled to retain for itself 90% (ninety percent) of the various flats units apartments constructed spaces and car parking spaces and together with the undivided proportionate share in all common parts portions areas facilities and amenities and together with the undivided proportionate share in the land comprised in the said Premises attributable thereto (hereinafter referred to as the DEVELOPER’S ALLOCATION/SHARE) and that taking into account the marketing expertise of the Developer it has been agreed by and between the parties that the Developer shall be responsible to undertake marketing of the various flats units apartments constructed spaces in its own name and receive all amounts in its name.
- 10.2 It has been agreed that the net sale proceeds accruing from sale and transfer of the development shall be shared between the parties hereto in the ratio whereby the Owners shall jointly be entitled to 10% of the net sale proceeds (hereinafter referred to as the **OWNERS ALLOCATION/SHARE**) and the Developer shall be entitled to retain for itself the remaining 90% of the net sales proceeds (hereinafter referred to as the **DEVELOPER’S ALLOCATION /SHARE**)
- 10.3 It is agreed and declared by and between the parties hereto that if at any time any of the Owners (hereinafter referred to as the SELLING OWNER) shall decide to sell and transfer his

right title interest and/or his share of revenue which the Selling Owner may become entitled to consequent to this Agreement he shall first offer the same to the Developer for such consideration and on such terms and conditions as may be mutually agreed upon and if within sixty days from the date of such offer being made if the Developer shall exercise the option of acquiring the right title interest of the Selling Owner then and in that event a concluded contract shall be deemed to have come into existence and the Selling Owner shall be liable to sell and transfer his right title interest into or upon the said Premises and/or his share or revenue in favour of the Developer and to none else.

- 10.4 For the sake of convenience and for the purpose of facilitating sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the said housing complex which includes the Owners share as well as the Developer's share, the Developer shall be entitled to enter into agreements for sale and transfer with intending purchasers in its own name and to receive realize and collect the amount of consideration and other amounts in its own name and to grant effectual receipts and/or discharges therefore and any amount paid by the intending purchaser in the name of the Developer shall be a complete and valid discharge of the obligation of the intending purchaser to make payment of the amount of consideration and other amounts in terms of the sale agreement to be entered into with the Developer”.

- H) The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as Rameswara Riverview (“Project”).

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- I) Out of this Said Land of **586.70 Decimal** (more or less) (recorded in registered Deed No.08707, for the year 2012), a portion of land measuring 23.554 Decimal (more or less), has been gifted to the North Barrackpore Municipality and to accommodate the occupants those who were occupying a part or portion of the said total land. Thereafter, land measuring **563.146 Decimals** (remaining land) (more or less) remains to be developed.
- J) Out of the said remaining land i.e. 563.146 Decimals (equivalent to 22801.585 Sq. Meter) (more or less) a land measuring 8.335 Decimals (more or less) been utilized for Road Widening area for Municipality, (equivalent to 337.90 Sq.Meter). The (Net Remaining Land Available) is **554.811 Decimals** (i.e. 563.146 – 8.335) equivalent to **22463.685 Sq.Meter** (more or less) is available for Development of the Project as per our sanction plan granted by North Barrackpore Municipality to develop the project vide Building Permit Number: SWS-OBPAS/2121/2023/0299/EXT/1 dated: 22/06/2023. (hereunder mentioned in **FIRST SCHEDULE** and hereinafter referred to as the **PREMISES/PROPERTY**).
- K) Out of the said “Net remaining land” , a portion of land admeasuring **251.625 Decimals (equivalent to 10188.01 Sq. Meter)** (more or less) has been utilised for the purpose of construction of Phase – I. In terms of the said plan, a land portion of **139.164 Decimals (equivalent to 5634.61 Sq. Meter)** (more or less) including of K.O.P.T Demarcation of 13.537 Decimals (equivalent to 548.095 Sq.Meter) (more or less)

has been earmarked for construction of Phase – II and a portion of land admeasuring **164.022 Decimals (equivalent to 6641.07 Sq. Meter)** (more or less) has been earmarked for construction of Phase – III. It may be mentioned that the construction of Phase – I has been completed and the Completion Certificate therefor has been granted by the North Barrackpore Municipality.

- L)** In pursuance of the said Development Agreement and in furtherance thereof the Developer caused a map or plan sanctioned by the concerned authorities vide Building Permit Number: SWS-OBPAS/2121/2023/0299/EXT/1 dated: 22/06/2023 (hereinafter referred to as the said **PLAN**) whereby the Developer has become entitled to construct erect and complete various blocks and/or buildings and/or services/facilities and accordingly, started constructing the same in phases, as would appear from the Map or Plan being Plan 'A' annexed hereto (hereinafter referred to as the HOUSING PROJECT) each block and/or building to comprise of various flats units apartments and parking spaces capable of being held and/or enjoyed independently of each other.

- M)** The Owners and the Developer from time to time have entered into various agreements for sale with various intending purchasers in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the said Housing Project.

- N)** In pursuance of the said Plan the Developer commenced construction of the Phase II Building (hereinafter referred to as PHASE-II BUILDING.)

- O)** After commencement of the work of construction the Developer being the Promoter caused the said Project to be registered in accordance with the provisions of the Act with The Real Estate (Regulation and Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021

under registration no. _____.

- P)** The Developer is undertaking development of the said Property in Phases and the Developer had commenced the work of construction of the said Phase II Buildings.
- Q)** By an Agreement for Sale dated _____ (hereinafter referred to as the **SALE AGREEMENT**) entered into between the Parties herein and the Owners and Developer agreed to sell and transfer and the Purchasers agreed to purchase and acquire **ALL THAT the Apartment/Unit No. _____ on the _____ Floor** of the building being Block No. _____ forming part of Phase No. II Buildings having carpet area of _____ Sq.ft., (more or less) corresponding to built up area of _____ Sq.ft. (more or less) and super built up area of _____ Sq.ft., (more or less) including a balcony measuring about _____ Sq.ft. (more or less) **TOGETHER WITH** right to use of (1) one covered Dependent/Independent Car parking admeasuring 135 Sq.ft. (more or less) in the ground floor **TOGETHER WITH** the undivided proportionate share in all common parts portions areas facilities and amenities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND TOGETHER WITH** the undivided proportionate share in the land comprised underneath the said Block and/or Building allocable and/or appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **APARTMENT AND THE PROPERTIES APPURTENANT THERETO**) for the consideration and subject to the terms and conditions contained and recorded in the said Sale Agreement.
- R)** The Developer has since constructed erected and completed the said new building being Phase II and has obtained necessary completion certificate. In pursuance of the said Sale Agreement the Purchaser from time to time made full payment of the amount of consideration and other amounts payable under the said Sale Agreement and the Vendor upon obtaining necessary completion certificate has put the Purchaser in complete vacant possession of the said Apartment and the Properties Appurtenant Thereto
- S)** The Purchaser has from time to time made full payment of the

amount of consideration and other amounts payable in terms of the said Sale Agreement and for the purpose of taking benefit of the Circular passed by The State Government for reduced chargeability of stamp duty on documents covered under Art.12 (Conveyance) of Schedule-1A of the Indian Stamp Act 1989 has now approached the Vendor/Developer to execute the Deed of Conveyance and/or transfer in respect of the said Apartment and the Properties Appurtenant Thereto which the Developer has agreed to do subject to what is hereinafter stated

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 Purchasers a certificate being the Report on Title of its Advocate and the Purchaser has satisfied himself/herself/itself as to:
- i) The right title interest of the Owners and Developer. Gone through the title deeds relating to the said Premises.
 - ii) Satisfied himself/herself as to the legal ownership in respect of the said premises and acknowledges that the Owner has a marketable title in respect thereof.
 - iii) Has inspected the plan sanctioned by the authorities concerned
 - iv) Acknowledges that the right of the Purchaser shall remain restricted to the said Apartment and the Properties Appurtenant thereto
 - v) Acknowledges that the terms and conditions of this Deed is fair and reasonable.
 - vi) Has obtained independent legal advice and the Advocates so appointed by the Purchaser has also caused necessary searches/investigation of title to

be made.

- vii) Acknowledges that the said complex is going to be a very prestigious building and as such the Purchaser agree to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- viii) The Purchaser has gone through all the terms and conditions set out in this Deed and has understood the irrespective obligations and rights detailed herein.
- ix) 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.
- x) 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 title deeds including a copy of the plan sanctioned by the authorities concerned The Purchaser is fully satisfied as to the structural stability of the said new building.

SECTION - II - SALE AND TRANSFER

2.1 THAT in consideration of the said Sale Agreement dated _____ AND in further consideration of a sum _____ of **Rs.** _____ **(Rupees _____ Only)** only of the lawful money of the Union of India well and truly paid by the Purchasers to the Developer (the receipt whereof the Developer 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 there of the Owners and Developer doth hereby sell transfer convey assure assign and grant for itself as well as on behalf of the Owners ALL THAT the Apartment/Unit No. _____ on the _____ Floor of the building being Block No. _____ forming part of Phase No. II Buildings having carpet area of _____ Sq.ft., (more or less) corresponding to built up area of _____ Sq.ft. (more or less)

and super built up area of _____ Sq.ft., (more or less) including a balcony measuring about _____ Sq.ft. (more or less) **TOGETHER WITH** right to use of one covered Dependent Car parking admeasuring 135 Sq.ft. (more or less) in the ground floor **TOGETHER WITH** the undivided proportionate share in all common parts portions areas facilities and amenities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND TOGETHER WITH** the undivided proportionate share in the land comprised underneath the said Block and/or Building allocable and/or appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **APARTMENT AND THE PROPERTIES APPURTENANT THERETO** situation whereof is shown and delineated in the map or plan being Plan 'B' annexed **hereto and bordered in RED thereon**) **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 written) **BUT EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for any particular Apartment/Unit /units and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi-easements and provisions in connection with the beneficial use and enjoyment of the Said Apartment/Unit and the Properties Appurtenant Thereto (morefully and particularly mentioned and the and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said **APARTMENT** hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser **SUBJECT TO** the House Rules and the restrictions (morefully and particularly mentioned and the and described in the **SIXTH SCHEDULE** hereunder written) AND also subject to Purchaser making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Apartment/Unit and the Properties Appurtenant Thereto (such Maintenance charges morefully and particularly

mentioned and described in the **SEVENTH SCHEDULE** hereunder written) and the Owners and each one of them hereby release relinquish and disclaim all their respective right title interest into or upon the said **Flat and the properties Appurtenant Thereto TO HOLD the same unto and to the Purchaser absolutely and forever.**

SECTION-III

3. **AND THE OWNERS AND DEVELOPER AND EACH ONE OF THEM HEREBY COVENANTS WITH THE PURCHASER as follows:**
- a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Owners and Developer or executed or knowingly suffered to the contrary the Owners and Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Apartment and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended 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 Owners and Developer now have in themselves good rightful power and absolute authority to grant convey transfer sell and assign for itself and on behalf of the Owners as well 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 or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis-pendens debuttar or trusts made or suffered by the Owners or Developer or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the 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 profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners and Developer and/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 lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Owners and Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **THAT** the Developer and/or the Owner 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 Owners and 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 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 Owners and 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 be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

SECTION IV – PURCHASER’S COVENANTS AND THE PURCHASER HEREBY COVENANTS WITH THE OWNERS AND 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 Apartment/Unit and also the obligations set forth in the **SIXTH 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 handover possession of the Apartment and Properties Appurtenant Thereto shall apply 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 upon appointment of the Facility Management Company (FMC) or formation of the Holding Organisation to such FMC and/or or Holding Organisation 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, if any, water tax, Urban Land Tax, and other levies 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 Building 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 shall also pay Common Area Charges (CAM) 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

IV 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 sold 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 Housing Complex shall always be known as ***"Rameswara Riverview"***
- iv)** The Purchaser shall observe all rules and regulations and maintain the decency of the said Building and shall not door 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.
- vi)** The Purchaser further acknowledge that in the event of the Purchaser committing breach of any of the said

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

SECTION VI- POSSESSION

- 6.1 The Purchaser shall take over possession of the said Apartment only after grant of Occupancy/**Completion Certificate** by the concerned authorities (hereinafter referred to as the POSSESSION DATE) and on and from the Possession Date the Purchaser shall:
- i. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Apartment and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
 - ii. Regularly and punctually make payment of the proportionate share of common area maintenance charges (hereinafter referred to as the **CAM CHARGES**) payable in respect of the said Apartment/Unit to the Developer and upon appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC or Holding Organisation as the case may be as hereinafter provided. The Purchaser acknowledges that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of other owners and/or occupiers of various other apartment owners in the said building.
 - iii. The Developer and/or the Holding Organisation and/or FMC will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges

Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount on monthly basis in respect of its share (hereinafter referred to as the **MAINTENANCE CHARGES**) the amounts estimated. At the close of the year, if the amounts payable by the Purchaser is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the Service Charge percentage payable by the Purchaser for the following year and in the event of the same being more than what has been paid by the Purchaser the Purchasers shall forthwith make payment of the same to the FMC and/or Developer as the case may be.

- iv. **SINKING FUND** - The said New Building is likely to be one of the most prestigious residential buildings in the vicinity and the Purchaser acknowledges that it is his obligation to ensure that the said new building is maintained as a prestigious building and for the purpose of ensuring that proper repairs and/or replacement and/or up-gradation of the facilities do take place from time to time the Purchaser has agreed to keep in a deposit with the Vendor and upon formation, with the Holding Organization/ Ad Hoc Committee (hereinafter referred to as the SINKING FUND). The Purchaser agree to pay towards further hike in Sinking Fund if the same is increased at any point of time by the Vendor, Holding Organization/ Ad Hoc Committee, as the case may be, and the Purchaser shall be obligated to pay for such increased amount.
- v. The said Sinking Fund will be kept by the Vendor and upon formation, Holding Organization/ Ad Hoc Committee/ Building Association/ Society in a separate account and they shall be entitled to invest the same as fixed Deposit in a Scheduled Bank or in such manner as it may deem fit and proper and the Purchaser agree not to claim any refund or adjustment and/or to cause the said amount to be diminished and/or adjusted in any manner whatsoever or howsoever and in the event, such sinking fund is decreased, the Purchaser shall immediately replenish the same to the extent of such decrease.

SECTION - VII**CONTROL OF COMMON PARTS-MAINTENANCE-PAYMENT OF CAM CHARGES:**

- 7.1 The control and management of the common parts and portions of the building shall remain vested with the Facility Management Company (FMC) as and when such FMC is appointed and upon formation of the Holding Organisation with such Holding Organization subject to the right of them Purchaser to use the common parts and portions in common with other Apartment/Unit owners and/or occupiers of the said building. The Purchaser shall be liable and agrees to make payment of the proportionate share of Common Area Maintenance (CAM CHARGES) regularly and punctually to the FMC and/or Holding Organisation and/or to the persons entitled to receive the same and until appointment of the FMC and formation of the Holding Organisation such maintenance charges shall be paid by the Purchaser to the Developer.
- 7.2 The said CAM Charges will include an amount equivalent to 15% of such CAM Charges to be paid as and by way of maintenance expenses (hereinafter referred to as the MAINTENANCE FEE) and the Purchaser shall be liable to make payment of such CAM Charges which will include the said Maintenance Fee month by month and every month without any abatement or deduction on any account whatsoever or howsoever.

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

- i) The Developer shall put the Purchaser in possession of the said Apartment only after Occupancy/Completion Certificate is granted by the concerned authorities and will hold the said Apartment subject to the terms and conditions herein contained.

- ii) The Developer shall remain responsible for providing common services only for a period of three months from the date of execution of this Deed subject to the Purchaser making payment of the proportionate share of common area maintenance charges which includes a reasonable amount payable to the Developer for rendering such services (hereinafter referred to as the CAM CHARGES).
- iii) The Purchaser shall cause his/her name to be mutated in the records of the concerned authorities within a period of three months from the date of hand over of the Apartment and Properties Appurtenant Thereto.
- iv) The various Apartment/Unit owners in the said new building shall form an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 within a period of three months and the Developer has agreed to render all possible assistance for formation of the said Association.
- v) The Purchaser acknowledges that timely payment of CAM charges is a must and in the event of any delay the same is likely to adversely affect the interest of the other flat owners in the said building and if such CAM Charges shall remain in arrears for a period of 60 days then and in that event in addition to making payment of interest at the rate of 15% per annum the Developer and/or Adhoc Committee shall be entitled to and the Purchaser hereby consents:
 - i) disconnect the supply of water to the said Apartment/Unit
 - ii) disconnect the supply of electricity
 - iii) withdraw all utilities including generator facilities

and the same shall not be restored until such time the Purchaser has made payment of all amount lying in arrears together with interest accrued due thereon including restoration charges and such penal interest, if any, as may be determined by the Developer and upon formation of the Association by such Association

- vi) For the purpose of withdrawal and/or suspension of the said facilities and/or utilities it will not be necessary for the Developer and/or FMC and/or Holding Organization to serve

any notice, in writing and the Purchaser hereby waives the right to receive such notice.

- 7.5 FACILITY MANAGEMENT COMPANY** – For the purpose of looking after the common parts and portions and for rendition of common services the Developer shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Developer in its absolute discretion may deem fit and proper and in addition to the payment of CAM Charges the Purchasers shall be liable to make payment of the said Management Fee (being 15% of the CAM Charges payable by the Purchaser).
- 7.6** The Apartment/Unit Owners and/or the Holding Organisation shall not be entitled to terminate the appointment of such FMC unless agreed to by all the Apartment/Unit owners in the building and in the event of such FMC is to be substituted with any other FMC the consent of seventy five percent of the Apartment/Unit/units owners in the building will have to be obtained.
- 7.7** The said FMC will remain responsible for looking after the common parts and portions and the Purchaser agrees not to interfere in the FMC remaining in control of the common parts and portions.
- 7.8 HOLDING ORGANISATION** – Immediately after all the Apartment/Unit/units in the building are sold and transferred the Apartment/Unit Owners in consultation with the Developer shall form a Holding Organisation which may be a Syndicate and/or limited company and/or limited liability partnership or such other entity with such rules and regulations as the Developer may decide.
- 7.9** The Purchaser agree to become members of such Holding Organisation and upon formation of such Holding Organisation the said Holding Organisation shall take control of all common parts and portions and shall remain liable for rendition of common services subject to the Apartment/Unit Owners making payment of the CAM Charges.
- 7.10** The Holding Organisation shall be entitled to frame such

rules and regulations as may be necessary and/or required from time to time regarding user of the common parts and the Purchaser hereby agree to abide by the same.

7.11 In order to become a member of the said Holding Organisation the Purchaser agrees to sign and execute all papers application and other documents as may be necessary and/or required and in the event of the Purchaser failing to sign such papers and/or applications the Developer as the constituted attorney of the Purchaser shall be entitled to sign and execute the same on behalf of the Purchaser and the same shall be binding on the Purchaser.

7.12 ADHOC COMMITTEE - Until the appoint of FMC or the formation of the said Holding Organisation, the Developer may form an Adhoc Committee comprising of three Apartment/Unit owners (hereinafter referred to as the ADHOC COMMITTEE) to be nominated by the Developer and such Adhoc Committee shall be deemed to be the representative body of all the Apartment/Unit owners of the said Building and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.

SECTION VIII-ROOF AND OTHER AREAS

8.1 It is hereby made expressly clear and agreed that the ultimate Roof of the building whereon various installations such as water tank, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof of the said building (hereinafter referred to as the ROOF).

8.2 The Purchaser shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacements of the said installations and hereby confirm that he/she/it not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.

SECTION IX – AMENITIES - FACILITIES

9.1 For the benefit of the flat owners of the said housing complex the Developer has provided certain facilities, as more fully stated hereinafter, and such facilities has been

- provided on a divided and demarcated portion of the said Housing Complex.
- 9.2 The Purchaser and the direct members of his family shall be entitled to make use of facilities upon making payment of the requisite fee/charge as may be payable and also subject to the Purchaser abiding by the rules and regulations of user as may be made applicable by the Developer and upon formation of the Holding Organisation by such Holding Organization.
- 9.3 The said Facilities will include
- a) Swimming Pool
 - b) Indoor Games Room
 - c) Air conditioned community hall
 - d) Indoor gymnasium
 - e) Jogging Track
- 9.4 In the event of the Purchaser and/or the direct members of his family making use of the Air Conditioned Community hall and/or the Air Conditioned Guest Room the Purchaser shall be liable to make payment of the charges for user thereof as may be determined by the Developer and upon formation of the Holding Organisation by such Holding Organisation.
10. AND THIS DEED FURTHER WITNESSETH that at or before the execution of this present the Purchaser has fully satisfied himself/herself as to the workmanship of the said Apartment IT BEING EXPRESSLY made clear that in the event of there being any structural defect and the same is not occasioned because of any negligence and/or lapses on the part of the Purchaser and detected within a period of 5 years from the execution of this Deed then and in that event the Developer shall cure and/or remedy the same at its own cost.
- 11. FURTHER ASSURANCES BY THE PURCHASER**
- 11.1 The Purchaser further covenants and acknowledges:
- a) That the right of the Purchaser shall remain restricted to the

said Apartment and the Properties Appurtenant Thereto and shall have no right over and in respect of the other parts and portions of the said Housing Complex.

- b) That the Purchaser shall be entitled to take over possession of the said Apartment only after necessary certificate of occupancy/Completion is granted by the concerned authorities
- c) That the Developer shall be entitled to proceed with the work of construction of the other blocks and/or buildings forming part of the said housing project without any hindrance or obstruction by the Purchasers or any person and/or persons claiming through or under them.
- d) That the Purchasers shall not do any act deed or thing whereby the Developer is prevented from proceeding with the construction and completion of the other blocks and/or buildings forming part of the said housing project.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES/PROPERTY)

ALL THAT the various pieces and parcels of contiguous land forming one single parcel of bastu land containing by estimation an area of 563.146 Decimal (more or less) comprised in L.R. & R.S. Dag No. 46/997, L.R. & R.S. Dag no. 38/1681 L.R. & R.S. Dag no. 38/1680, L.R. & R.S. Dag No. 46, L.R. & R.S. Dag No.46/1682 recorded in old L.R. Khatian No.3401 and new L.R. Khatian Nos. being 3947, 3948, 3949, 3950, 3951, 3952, 3953, 3954, 3955, 3956, 4032, 4043, 4044, 4045, 4046, 4047, 4048, 4049, 4050, 4051, 4058, 4076, 4077, 4078, 4079, 4080, 4081, 4082, 4084, 4085, 4086, 4088, 4089, 4090, 4091, 4092, 4093, 4094, 4119, 4120, 4122, 4123, 4124, 4125, 4126, 4127, 4128, 4129, 4130, 4131, 4132, 4133, 4134, 4163, 4164, 4165, 4166, 4167 and 4202 Touzi No.2998, 24 Survey No.38, out of which the 'Net Remaining Land' available is 554.811 Decimals equivalent to 22463.685 Sq.Meter (more or less), in Mouza Monirampur, J.L. No. 2 and lying at new Municipal Holding No.197 (old Municipal Holding No. 34) in new Ward No.22 (old Ward No. 94) within the limits of North Barrackpore Municipality, Post Office & Police Station - Barrackpore, District - North 24 Parganas, Kolkata 700120 as follows:

Details of Dags:

| L.R. & R.S. Dag No. / Nature | New Khatian Nos. | Total Area in Dag as per Records of Rights (in satak) | Area Owned by the Owners as per Records of Rights (in satak) | Area being hereby hold by the Owners, acquired vide Deed of Conveyance dated 7th August, 2012 |
|---|---|--|---|---|
| 46/997 (Bastu) | 3947, 3948, 3949, 3950, 3951, 3952, 3953, 3954, 3955, 3956, | 180 | 180 | Total 563.146 Decimal (more or less) in all Five Dags. |
| 38/1681 (Bastu) | 4032, 4043, 4044, 4045, 4046, 4047, | 40 | 20 | |
| 38/1680 (Bastu) | 4048, 4049, 4050, 4051, 4058, 4076, | 52 | 52 | |
| 46 (Bastu) | 4077, 4078, 4079, 4080, | 331 | 305.402 | |
| 46/1682 (Bastu) | 4081, 4082, 4084, 4085, 4086, 4088, 4089, 4090, 4091, 4092, 4093, 4094, 4119, 4120, 4122, 4123, 4124, 4125, 4126, 4127, 4128, 4129, 4130, 4131, 4132, 4133, 4134, 4163, 4164, 4165, 4166, 4167 and 4202 | 14 | 7 | |

Boundaries of the said Premises:

On the **North** : By Municipal Road;
On the **South** : Partly by Shib Kanta Chattopadhyay's

Property and partly by the remaining small portion of Dag No.46 retained by Barindra Nath Chatterjee
 On the **East** : By Monirampur High School;
 On the **West** : By RiverGanges;

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the Apartment/Unit No._____ on the _____ **floor in Block** _____ of the new building now in course of construction of the said Premises containing by estimation a chargeable carpet area of _____ Sq.ft., (more or less) corresponding to built up area of _____ Sq.ft. (more or less) and super built up area of _____ Sq.ft., (more or less) including a balcony measuring about _____ Sq.ft. (more or less) appurtenant to the said unit of the said New Buildings **TOGETHER WITH** right to use of (1) one covered dependent/Independent_____ Car parking admeasuring 135 Sq.ft.(more or less) (more or less)in the ground floor, now in course of construction at the said Premises **TOGETHER WITH** the undivided proportionate share in all common parts portions areas facilities and amenities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND TOGETHER WITH** the undivided proportionate share in the land comprised underneath the said Block and/or Building allocable and/or appurtenant thereto (situation whereof is shown and delineated in the map or plan being Plan 'B' annexed **hereto and bordered in RED thereon)**

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and path ways.
2. Drains and sewers from the Properties to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Apartment/Flats/Units to drains and sewers common to the Properties.

4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Properties.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Properties including outer side of the walls of the buildings and main gates.
7. Water pump and motor with installation and room therefore.
8. 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 fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Apartment/Flat/Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the Properties.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefore.
13. Community Hall for common use of all the occupants of the said New Buildings.
14. Gym.
15. Sewerage Treatment Plant.
16. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Properties and/or the buildings as are necessary for passage to or use and occupancy of the Flats as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi-Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Developer and/or the Holding Organization.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Apartment) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Apartments of or as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the Building by all parts of the Said Apartment as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.
4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary

materials to enter from time to time upon the Said Apartment for the purpose of repairing of or as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi-Easements)

The under mentioned rights easements and quasi easements privileges of the Purchaser to be enjoyed along with other co-occupiers.

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter morefully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the FOURTH SCHEDULE HERETO.
- ii. The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the stair case, tube well, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive- ways and path ways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-

owners and the Holding Organization along such driveway and path ways as aforesaid

- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(RULES/RESTRICTIONS)**

On and from taking over the Possession the Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchasers and/or co-Purchasers and the Developer in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Developer and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be
- c) TO ALLOW the Developer and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Apartment/Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Seventh Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Apartment/Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon appointment of the FMC to such FMC.

- e) TO DEPOSIT the amounts reasonably required with the Developer and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Apartment wholly and proportionately relating to the common parts.
- g) To use the said Apartment for residential purposes only and for no other purpose whatsoever or howsoever.
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Apartment.
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Apartment.
- j) To keep the said Apartment in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Apartment.

The Purchasers hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Apartment/Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Apartment.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.

- d) NOT TO store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Apartment save and except at the places, which have been specified in the said Apartment for such installation.
- g) NOT TO allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Apartment/Unit or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT TO use the said Apartment or any part or portion thereof for any political meeting nor for any dangerous, noxious or offensive trade or business.
- j) NOT TO slaughter or permit to be slaughtered any animal and/or bird in the common parts and portions of the building or at any other place which may be visible to others nor do any act, deed or thing which may hurt the sentiments of the other owners and/or occupiers.
- k) NOT TO permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment/Unit nor to permit or suffer to be done into or upon the said

Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.

- l) NOT TO keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said residential complex.
- m) NOT TO discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which in the opinion of the Developer/FMC differs from the colour scheme of the building or deviation or which in the opinion of the Developer/FMC may affect the elevation in respect to the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and

- shall be of such as shall be approved by the Developer and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Developer/Architect/FMC.
- r) NOT TO do or permit to be done any actor thing which may render void or make voidable any insurance in respect of the said Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
 - s) NOT TO make in the said Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Developer/FMC and/or any concerned authority.
 - t) THE Purchaser shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the Developer to the Purchaser and also the other owners of the Apartment/Units in the said Premises at their cost.
 - u) NOT TO use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Developer/FMC.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Developer and upon appointment of the FMC by such FMC.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) In the event of non-payment of such services and maintenance charges the Purchasers shall be liable to pay interest at the rate of 15% per annum to the Developer and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that event without prejudice to any other rights which the Developer and or FMC shall be entitled to and the Purchaser hereby consents:
 - 1. To discontinue the supply of electricity
 - 2. To discontinue /disconnect the supply of water.
 - 3. To withhold the services of lifts to the Purchasers and the members of their families and visitors and the same shall not be restored until such time the Purchasers having made full payment of the amounts due with interest at the aforesaid rate.
 - 4. To discontinue the facility of DG power back-up.

- bb) In the event of non-payment of any of the amounts payable by the Purchaser to the Developer/FMC/Holding Organization, the DEVELOPER /FMC/Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

CARPARKING:

- a. It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Purchasers shall be entitled to use or cause to be used the car parking space allotted to him/her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b. Parking of Car will be permitted only if specifically allotted. The said Parking Spaces shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- c. THE Purchasers shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/Two-wheeler (s).
- d. THE Purchasers shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- e. IN the event of the Purchasers washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchasers to clean up the entire space
- f. THE Purchasers shall not be entitled to cover up and /or make any construction on the said

Parking Space(s) and/ or open spaces

- g. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space (s).
- h. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC
- i. MUST NOT let, or part with possession of the Car/Two-Wheeler (s) Parking Space excepting as a whole with the said Apartment/Unit to anyone else excepting to a person who owns a Apartment/Unit in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

THESEVENTHSCHEDULEABOVEREFERREDTO
(MAINTENANCECHARGES)

To be borne and paid by the Purchaser on actuals, per month within the 7th day of every English calendar month alongwith applicable service taxes.

1. Repairing re-buildings 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 (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Buildings 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 tide 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 in stating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment/Flat/Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the buildings.
9. Cleaning as necessary of the areas forming parts of the property.
10. 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 Seller may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. 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 buildings or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Apartment/Flat/Unit.
14. Abating any nuisance and executing such works as maybe 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 lessee of any Apartment/Flat/Unit.

15. Generally managing and administering the development and protecting the amenities in the buildings and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartment/Flat/Unit.
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 buildings excepting those which are the responsibility of the owner/occupier of any Apartment/Flat/Unit.
18. 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
19. 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/Holding Organisation it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide are serve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Apartment/Flat/Units and shall only be applied in accordance with unanimous or majority decision of the

members of the Holding Organisation and with the terms of this Schedule.

22. Maintenance and beautification of the Pond.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

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

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

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

