

hereinafter collectively referred to as **“the OWNERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and/or assigns); of the **FIRST PART**, represented by their authorised signatory **XXXXXXX**, son of **XXXXXXX**, by faith – **XXXXXXX**, by Occupation – **XXXXXXX**, residing at **XXXXXXX**, P.O. – **XXXXXXX**, P.S. – **XXXXXXX**, Kolkata – **XXXXXXX**.

AND

EM BYPASS PROJECTS LLP (formerly known as Windham Heights LLP), LLPIN AAA-4836, a limited liability partnership within the meaning of Limited Liability Partnership Act, 2008, having its registered office at 4, Fairlie Place, Room 137, 1st Floor, Kolkata - 700001 (PAN : AABFW3885G), represented by its authorised signatory **XXXXXXX**, son of **XXXXXXX**, by faith – **XXXXXXX**, by Occupation – **XXXXXXX**, residing at **XXXXXXX**, P.O. – **XXXXXXX**, P.S. – **XXXXXXX**, Kolkata – **XXXXXXX**, hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns) of the **SECOND PART**.

AND

Mr. XXXXXXXXX son of Mr. XXXXXXXX, having PAN XXXXXXX, Aadhaar XXXXXXXXX, residing at **XXXXXXX**, hereinafter referred to as the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their heirs, executors, administrators, successors, representatives and/or assigns) of the **THIRD PART**:

The Owners, Promoter and the Purchaser/Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

1) **“ACT”** means the Real Estate (Regulation and Development) Act, 2016, the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017) or any other Act which may come into force to supersede said Acts.

2) **“PURCHASER/ALLOTTEE”** means the person to whom an apartment in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent.

3) **“APARTMENT”** whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, used or intended to be used for any residential purpose.

4) **“ASSOCIATION”** shall mean an association of all the Purchaser/Allottee of the Project (including the Promoter for such Units not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.

5) **“BUILDING”** shall mean the new building constructed or proposed to be constructed/completed by the Promoter in accordance with the Sanctioned Plan and includes such open or covered areas, constructions and/or structures therein as may be constructed by the Promoter in the said Project Land from time to time.

6) **“BUILT-UP AREA”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of covered balconies and terraces, if any attached thereto and also the thickness of the

walls (external or internal) and the columns and pillars therein Provided that if any wall, column or pillar be common between two Apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Apartment.

7. **“CARPET AREA”** shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, areas under services Shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls and columns of the Apartment, as more particularly defined in the Act.

8. **“COMMON EXPENSES”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Common Areas including the Project and the Project Land and also the expenses for Common Purposes of the Purchaser/Allottee and shall be payable proportionately by the Purchaser/Allottee periodically as part of maintenance charges from the date hereof.

9. **“COMMON PURPOSES”** shall include the purposes of managing and maintaining the Project and the Building, and in particular the Common Areas, rendition of services in common to the Purchaser/Allottee, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Purchaser/Allottee and relating to their mutual rights and obligations for the beneficial use and enjoyment of the irrespective Apartments exclusively and the Common Areas in common.

10. **“GARAGE/CAR PARKING SPACE”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a garage/car parking space.

11. **“MAINTENANCE AGENCY”** shall mean the Promoter for the time being and upon its formation in terms of clause IV(C) hereof, the Association, for the Common Purposes.

12. **“POSSESSION DATE”** shall mean the date of execution and registration of this Deed.

13. **“PROJECT COMMON AREAS, AMENITIES AND FACILTIES”** shall

mean used common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, roof, terrace, fire refuge platform, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities that may be built or installed by the Promoter in the Project Land from time to time for the use and enjoyment thereof by all the Purchaser/Allottee of the Project in common more particularly mentioned in the **THIRD SCHEDULE** hereto.

14. **“PROJECT”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Promoter in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed.

15. **“PROJECT LAND”** shall mean the land more particularly mentioned and described in **PART-A** of the **FIRST SCHEDULE** hereunder written.

16. **“PROPORTIONATE”** with all its cognate variations shall mean the ratio the Built-up Area of any Apartment in the Project may bear to the Total Built-up Area of all the Apartments in the Project.

17. **“PROPORTIONATE UNDIVIDED SHARE”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the Project including the Project Land and the right of user in the Common Areas that is attributable to such Apartment at any point of time.

18. **“PURCHASER/ALLOTTEE”** shall mean and include:

(a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.

(b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.

(c) If it be a company, then the successors-in-interest and permitted assigns of such Company.

(d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.

(e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.

(f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.

19. **“REGULATIONS”** mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016, the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017) or any other Act which may come into force to supersede said Acts.

20. **“RIGHTS ON PURCHASER/ALLOTTEE’ DEFAULT”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the the Maintenance Agency shall be entitled in case of any default or breach by the Purchaser/Allottee.

21. **“RULES”** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017 or any other Act which may come into force to supersede said Acts.

22. **“SAID APARTMENT”** shall mean the Apartment more particularly described in the **SECOND SCHEDULE** hereunder written.

23. **“SAID GARAGE/CAR PARKING SPACE”** shall mean space to park car(s) and/or two-wheeler(s), if any agreed to be allotted to the Purchaser/Allottee and more particularly described in the **SECOND SCHEDULE** hereto.

24. **“SAID STORE ROOM”** shall mean the space to be used as a store room, if any agreed to be allotted to the Purchaser/Allottee and more particularly described in the **SECOND SCHEDULE** hereto.

25. **“SAID UNDIVIDED SHARE”** shall mean the proportionate variable

undivided indivisible and impartible share or interest in the Project Land and the right of user in the Common Areas attributable to the Said Apartment.

26. **“SAID UNIT”** shall mean the Said Apartment, and right to use said Garage/Car Parking Space, and Store room (if any), Said Undivided Share and the right of common use of the Common Areas.

a. **“SANCTIONED PLANS”** shall mean the plan sanctioned by the Kolkata Municipal Corporation a plan, vide Building Permit No. _____ dated _____ and shall mean to include any other plans modified under KMC building rule 26 (2a & 2b) for construction of the Building on the Project Land and shall include any other plan or plans sanctioned or to be sanctioned by the Kolkata Municipal Corporation or any other department or departments authorized to do so.

b. **“SALEABLE AREA”** of an Apartment shall mean the Built-Up Area of such Apartment and the proportionate undivided share attributable to such Apartment.

c. **“MASCULINE”** gender shall include the **“FEMININE”** and **“NEUTER”** genders and vice versa.

d. **“SINGULAR”** number shall include the **“PLURAL”** and vice versa.

e. Any capitalized term not defined here shall have the same meaning as provided in the said Sale Agreement.

27. The Promoter is the sole and absolute owner of the Project Land.

28. The facts describing the devolution of title of the Promoter to the Project Land is more particularly mentioned in the **Part II of the FIRST SCHEDULE** hereto.

29. By the Said Sale Agreement, the Promoter agreed to sell and the Purchaser/Allottee agreed to purchase **ALL THAT** the Said Unit at or for the consideration and on the terms and conditions more fully therein contained.

30. The Promoter has since caused to be completed construction of the Said

Unit to the satisfaction of the Purchaser/Allottee.

31. The Purchaser/Allottee has voluntarily approached the Promoter to execute the Deed of Conveyance for Said Unit in their favour having fully inspected and being completely satisfied with the quality, workmanship, construction, specification and the materials used as also the area, measurement, super-built up measurement and calculation of saleable area, dimension, design of the Said Unit, the common parts and portions of the building and the Project Land, and reservation of the rights and/or areas and/or portions to and unto the Promoter, have been handed over for fit-out to carry out their interior works which the Purchaser/Allottee confirms to the Promoter they shall be carrying out on their own without any obligation or responsibility of the Promoter.

32. The Purchaser/Allottee confirms to the Promoter that it shall not carry out any architectural/physical/civil alterations/modifications/changes to the Said Unit at any time hereinafter and any such actions taken by the Purchaser/Allottee shall be considered and deemed to have been taken at their own discretion and without the written consent of the Owner/Developer or appropriate sanction and consent from the sanctioning authorities and the Owner/Developer shall not be held responsible in any manner for the same.

33. Now at the request of the Purchaser/Allottee, who has voluntarily agreed to pay the full consideration for the Said Unit along with extra development charges and applicable taxes and deposits and execute this Deed of Conveyance in its favour and register the same the Promoter has agreed to execute and register these presents in favor of the Purchaser/Allottee in the manner as hereinafter contained.

34. It is recorded that at or before execution of these presents, the Purchaser/Allottee has by obtaining independent professional services, examined and fully satisfied themselves as to the following:

- (a) The title of the Owner to the Project Land and also the Said Unit;
- (b) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents to be complied with and/or observed and

performed by the Purchaser/Allottee during their period of ownership of the Said Unit;

- (c) The Sanctioned Plans;
- (d) The total Carpet Area, Built-up Area and Saleable Area in respect of the Said Apartment and Said Unit;
- (e) The specifications of materials used for construction of the Said Unit and the Buildings;
- (f) The workmanship, construction and completion of the Said Unit, the materials used as also the measurement, dimension, design of the Said Unit as also the specifications of the Said Unit;
- (g) The facilities and amenities available in the said building;
- (h) The common parts and portions of the building and Project Land

And have agreed not to raise henceforth any objection or make any kind of requisition whatsoever or howsoever regarding the above and also waive their right if any to do so.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs.** _____ (after deductions on account of finishing material and workmanship not provided/carried out by the Promoter for said Apartment) from the above named Purchaser being the full consideration for the above described property along with applicable taxes amounting to **Rs.** _____ along with Extra Development charges amounting to **Rs.** _____ along with applicable taxes amounting to **Rs.** _____ along with deposits amounting to **Rs.** _____ all together amounting to a total sum of **Rs.** _____ paid by the Purchaser/Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser/Allottee and the Said Unit being hereby conveyed), the Promoter

doth hereby grant, convey, sell, transfer, release, assign and assure unto and in favor of the Purchaser/Allottee **ALL THAT** the Said Unit more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the right to use and enjoy the Common Areas in common with the other Purchaser/Allottee of the Project **AND** reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the Said Unit **AND** all the estate, right, title, interest, property claim and demand whatsoever of the Promoter into or upon the Said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the Purchaser/Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser/Allottee' covenants and agreements hereunder contained and on the part of the Purchaser/Allottee to be observed, fulfilled and performed (including the restrictions, terms, conditions, covenants and obligations set forth in the Said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Purchaser/Allottee during the period of their ownership of the Said Unit) **AND ALSO SUBJECT** to the Purchaser/Allottee paying and discharging all municipal and other rates, taxes and impositions on the Said Unit wholly and the Common expenses as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately and all other outgoings in connection with the Said Unit wholly and the Project and in particular the Common Areas proportionately.

II. THE PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER/ALLOTTEE as follows:-

1) The right, title and interest which the Promoter doth hereby profess to transfer subsists and that the Promoter has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser/Allottee the Said Unit in the manner aforesaid.

2) It shall be lawful for the Purchaser/Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained to hold, use and enjoy the Said Unit and every part thereof and to receive the rents, issues and profits thereof without any interruption disturbance, claim or demand whatsoever from or by the Promoter or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as expressly mentioned herein.

3) The Promoter for the time being and the Maintenance Agency/Association upon the Promoter handing over all documents of title to the Maintenance Agency/Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable written request and at the costs of the Purchaser/Allottee produce or cause to be produced to the Purchaser/Allottee or to their Attorneys or Agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Project and also shall at the like request and costs of the Purchaser/Allottee deliver to the Purchaser/Allottee such attested or other copies or extracts there from as the Purchaser/Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe un-obliterated and un-cancelled.

III. THE PURCHASER/ALLOTTEE DO HEREBY COVENANT WITH THE OWNER as follows:

1. The Purchaser/Allottee agree and bind themselves that the Purchaser/Allottee shall and will at all times hereafter and during the period of their ownership of the Said Unit abide by and observe the restrictions set-forth in the **FIFTH SCHEDULE** hereunder written and also those as contained in the

Said Sale Agreement.

2. The Purchaser/Allottee have also examined and satisfied themselves about all the permissions and licenses issued by the concerned authorities including those relating to occupation of the Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the Project and fire safety under the West Bengal Fire Service Act, 1950 and rules made there under and also acquainted themselves and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage etc.

3. On and from the Possession Date, the Purchaser/Allottee bind themselves to regularly and punctually pay the following amounts and outgoings:

i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit directly to the Maintenance Agency **PROVIDED THAT** so long as the Said Unit is not separately assessed for the purpose of such rates and taxes, the Purchaser/Allottee shall pay to the Maintenance Agency the proportionate share of all such rates and taxes assessed on the Project, as the case maybe.

ii) All other impositions, levies, cess, taxes and outgoings (including Multistoried Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Unit or on the Project by any Government or Statutory Authority or Authorities wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Project as the case maybe.

iii) Electricity charges for electricity consumed in or relating to the Said Unit directly to electricity supplying body or the Maintenance Agency as the case

maybe.

iv) Maintenance charges and proportionate share of all Common expenses as shall be assessed on the Said Unit and demanded from time to time by the Maintenance Agency as the case may be. The said maintenance charges and the proportionate share of all Common expenses shall however be subject to revision from time to time as be deemed fit and proper by the Maintenance Agency after taking into account the common services provided at the Project.

3.1 All payments mentioned herein shall unless so otherwise mentioned in case the same be monthly payments shall be made to the Maintenance Agency within 7 days of each and every month for which the same becomes due and the Purchaser/Allottee shall keep the Maintenance Agency indemnified against all losses, damages, costs, claims, demand, sanctions and proceedings that may arise due to nonpayment or delay in payment thereof.

3.2 The apportionment of the liability of the Purchaser/Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchaser/Allottee in respect of the Said Unit shall be done by the Maintenance Agency and the same shall be final and binding on the Purchaser/Allottee and the Purchaser/Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Purchaser/Allottee be entitled to hold the Maintenance Agency or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

4. The Purchaser/Allottee shall permit the Maintenance Agency and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice except in case of emergency, to enter into and upon the Said Unit and every part thereof for the purpose of repairing, reinstating, rebuilding, cleaning, lighting and keeping in order and good condition the sewers, drains, pipes, cables, water courses, gutters, wires structures or other conveniences belonging to or serving or used for the

Building and also for the purpose of laying down reinstating, repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Unit and the Purchaser/Allottee shall make good all defects, leakages and want of repairs within 7 days from the date of receiving notice in writing from the Maintenance Agency.

5. From the date of execution hereof and till the continuance of its ownership of the Said Unit, the Purchaser/Allottee shall:

i) use the Said Unit only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;

ii) use the Said Garage/Car Parking Space, if any is expressly allotted to the Purchaser/Allottee hereunder only for the purpose of parking of their own medium sized motor vehicles and/or two-wheeler vehicles as the case maybe;

iii) not use the roof of the Building for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Purchaser/Allottee;

iv) use the Common Areas in common with the other Purchaser/Allottee only to the extent required for ingress and to egress from the Said Unit of men, materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.

6. The Purchaser/Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Purchaser/Allottee and/or the Maintenance Agency as the case maybe.

7. The Purchaser/Allottee shall not make any additions or alterations to

the Said Unit (including internal partition walls etc.) nor to the Building nor shall they change or alter or permit the alteration in the outside color scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said Unit or the Project and also not to decorate or paint or clad the exterior of the Said Unit otherwise than in the manner as be agreed to by the Maintenance Agency in writing.

8. The Purchaser/Allottee shall abide by, observe and perform all rules, regulations and restrictions from time to time and at all times during their period of ownership of the Said Unit made in force by the Maintenance Agency (including those contained in the Said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and every part thereof and in particular the Common Areas.

9. The Purchaser/Allottee further agree and covenant with the Owner /Promoter that the Purchaser/Allottee shall at all times hereafter allow and permit unhindered access and use of the Common Areas to the other Purchaser/Allottees and Maintenance Agency, of the Project.

10. The Purchaser/Allottee or any person or persons claiming through under or in trust for them or any of them shall not claim or demand any amount whatsoever from the Promoter on any account whatsoever.

11. The Purchaser/Allottee shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.

12. The Purchaser/Allottee shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted blocks and apartments is in any manner whatsoever hindered, obstructed or impaired with.

13. The Purchaser/Allottee shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Purchaser/Allottee add any material structure or excavate any additional base mentor cellar or encroach upon any part of the

common and open space including the common areas and facilities.

14. The Purchaser/Allottee shall not seek partition or division or separate possession in respect of the Said Apartment under any circumstances.

15. The Purchaser/Allottee acknowledge and assent irrevocably that the Promoter shall be entitled to put up its neon sign, hoardings and other display materials on any part or portion of the Building, ground floor or roof of the said building and all types of communication devices including dish antennas of any size and design.

16. The Purchaser/Allottee shall not enclose the terrace/balconies/utility areas either using temporary or permanent features under any circumstances whatsoever.

17. The Purchaser/Allottee is fully aware that the Completion Certificate from the Kolkata Municipal Corporation has not been obtained yet, however, the building is more or less completed and the Purchaser/Allottee has no objection to registering this Indenture under such circumstances and has been assured by the Promoter that it shall provide a copy of the Completion Certificate to the Purchaser/Allottee in due course.

IV. AND IT IS HEREBY MUTUALLY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:-

1) The properties, benefits and rights hereby conveyed unto and in favor of the Purchaser/Allottee are and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchaser/Allottee shall also not claim any division or partition in the Project Land towards its Said Undivided Share appurtenant to the Said Unit. It is further agreed and clarified that any transfer of the Said Unit by the Purchaser/Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferees or the Purchaser/Allottee shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.

2) All the units and other constructed areas as well as the other open and covered spaces in the Building or the Project Land as the case may be, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Purchaser/Allottee shall not claim any right or share therein.

3) After the allotment and transfer of all the Units in the Building or earlier or within three years from the date of obtaining the completion certificate in respect of the Project as the case may be, the Association of the Purchaser/Allottee shall be formed and the Purchaser/Allottee shall become the member thereof, each Purchaser/Allottee having voting rights therein in accordance with the Act and the Rules and the West Bengal Apartment Ownership Act, 1972. The Purchaser/Allottee shall along with the other Purchaser/Allottee sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common purposes in accordance with the terms already agreed under the Said Sale Agreement.

4) Until such time the Association is formed and takes charge of the acts relating to the Common purposes or until the expiry of three months of a notice in writing given by the Promoter to the Purchaser/Allottee and the other Purchaser/Allottee to take charge of the acts relating to the Common purposes whichever be earlier, the Promoter or its nominees shall manage and maintain the Project and in particular the Common Areas and look after the Common purposes **subject however** to the Purchaser/Allottee making payment of the proportionate share of maintenance charges, the Common expenses and all other charges and expenses in terms hereof.

5) Upon formation of the Association and its taking charge of the acts relating to the Common purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association or the other Purchaser/Allottee. All references to the Promoter herein with regard to the Common Purposes shall

thenceforth be deemed to be reference to the Association and/or all the other Purchaser/Allottee.

6) In the event of the Purchaser/Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amounts payable by the Purchaser/Allottee under these presents and/or in observing and performing the covenants, terms and conditions of the Purchaser/Allottee hereunder, then the Maintenance Agency taking charge of the acts relating to the Common purposes, the Association, shall be entitled to:-

(i) Claim interest at the rate of 15% per annum on all the outstanding amounts.

(ii) Demand and directly realize the amounts becoming due and payable to the Purchaser/Allottee by any tenant or licensee or other occupant in respect of the Said Unit.

(iii) Discontinue supply of water to the Said Unit.

(iv) Disconnect electricity in the Said Unit.

(v) Withhold and stop use of all other utilities and facilities (including lift) to the Purchaser/Allottee and their family members, guests, tenants or licensees.

7) The bills for maintenance charges/Common expenses, electricity charges, etc. payable by the Purchaser/Allottee to the Maintenance Agency and upon its formation to the Association, shall be deemed to have been served upon the Purchaser/Allottee, in case the same is left in the Said Unit or in the letter box in the ground floor of the Buildings and earmarked for the Said Unit.

8) The Project shall together at all times as a housing complex bear the name "**ALTAMOUNT**" and cannot be changed at any time in the future.

9) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.

10) The Purchaser/Allottee shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.

11) The Purchaser/Allottee hereby irrevocably acknowledges and confirms that any and all delay by the Promoter in completing the project or handing over for fit-out or Possession of Said unit or any other circumstance, event, default or any act, deed or thing by the Promoter for which the Purchaser/Allottee could have raised demand/claim/compensation before, now or in the future stands irrevocably and unconditionally and forever condoned and null and void as per mutual understanding of the parties on execution and registration of this Indenture.

12) The provisions of Agreement for Sale and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.

13) All other provisions, right and obligations, covenants and representations contained in the Said Agreement which are not in conflict with this Deed shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

14) Any dispute arising in respect of this Deed shall only be referred to arbitration of a single Arbitrator to be appointed by the Promoter under the

provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in English language. The arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(Description of the Project Land)

ALL THAT piece and parcel of land containing an area of 49 Cottah, 1 Chittak, 23 Sqft or 3283.91 Sqm in Premises No. 224, Brij East, Kolkata – 700094, Ward – 110, Borough – XI, P.S. Patuli (formerly Jadavpur), within the municipal limits of Kolkata Municipal Corporation Ward No. 110 and butted and bounded as follows:

On the North : R.S. Dag No-44.
 On the South : R.S Dag No.152, 153 & 154.
 On the East : R.S Dag No. 147.
 On the West : E.M By Pass & Baghajatin Railway
 Over Bridge.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted, bounded, called, known, numbered, described or distinguished.

PART – II

(DEVOLUTION OF TITLE)

a) WHEREAS:

- b) By an Indenture dated 27th March, 2007 registered with Additional Registrar of Assurance – I, Kolkata, in Book No. I, Volume No. I, Pages 7 to 24, Being No. 14480 for the year 2007, entered into by and between (a) Reojan Ali Munshi, (b) Lokman Ali Munshi, (c) Mubarak Ali Munshi, (d) Yunus Ali Munshi, (e) Nurkesham Bibi, (f) Nurresam Bibi alias Reshma Sheikh and (g) Nurjahan Bibi, collectively referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited collectively referred to as Purchasers of the Second Part and (a) Subir Dutta and Bula Dutta collectively referred to as the Confirming Party of the Third Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 23.10 decimal (equivalent to 14 Cottah) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 240, J.L. No. 29, Touzi Nos. 6 and 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 1” and subsequently Plot No. – 1 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 225, Brijji East, Kolkata, vide Assessee No. 31 -110 – 030 – 322 -2.
- c) By an Indenture dated 4th May, 2007 registered with Additional Registrar of Assurance – I, Kolkata, in Book No. I, Volume No. I, Pages 1 to 19, Being No. 14509 for the year 2007, entered into by and between (a) Arjun Kumar Majumdar, (b) Jyotsna Sur, (c) Atasi Majumdar, (d) Chinu Majumdar and (e) Sonali Majumdar, collectively referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar

Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited collectively referred to as Purchasers of the Second Part and (a) Subir Dutta and Bula Dutta collectively referred to as the Confirming Party of the Third Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 20 decimal (equivalent to 12Cottah 1 Chittack 27 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 278, J.L. No. 29, Touzi Nos. 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 2” and subsequently Plot No. – 2 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 223, Briji East, Kolkata, vide Assessee No. 31 -110 – 030 – 320 -0.

- d) By an Indenture dated 5th May, 2007 registered with Additional Registrar of Assurance – I, Kolkata, in Book No. I, Volume No. I, Pages 1 to 23, Being No. 14510 for the year 2007, entered into by and between (a) Reojan Ali Munshi, (b) Lokman Ali Munshi, (c) Mubarak Ali Munshi, (d) Yunus Ali Munshi, (e) Nurkesham Bibi, (f) Nurresam Bibi alias Reshma Sheikh and (g) Nurjahan Bibi, collectively referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited collectively referred to as Purchasers of the Second Part and (a) Subir Dutta and Bula Dutta collectively referred to as the Confirming Party of the Third Part wherein the Vendors have

conveyed upon the Purchasers All that the piece and parcel of land admeasuring 5.90 decimal (equivalent to 3Cottah8Chittack33 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 240, J.L. No. 29, Touzi Nos. 6 and 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 3” and subsequently Plot No. – 3 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 226, Brij East, Kolkata, vide Assessee No. 31 -110 – 030 – 323 -5.

- e) By an Indenture dated 5th May, 2007 registered with Additional Registrar of Assurance – I, Kolkata, in Book No. I, Volume No. I, Pages 1 to 22, Being No. 14511 for the year 2007, entered into by and between (a) Reojan Ali Munshi, (b) Lokman Ali Munshi, (c) Mubarak Ali Munshi, (d) Yunus Ali Munshi, (e) Nurkesham Bibi, (f) Nurresam Bibi alias Reshma Sheikh and (g) Nurjahan Bibi, collectively referred to as Vendors of First Part; (a) M/s AkritiVyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited collectively referred to as Purchasers of the Second Part and (a) Subir Dutta and Bula Dutta collectively referred to as the Confirming Party of the Third Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 9 decimal (equivalent to 5 Cottah 7 Chittack 5 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 250, J.L. No. 29, Touzi Nos. 6, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 4” and subsequently Plot No. – 4 was separately and

individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 224, Brij East, Kolkata, vide Assessee No. 31 -110 – 030 – 321 -1.

- f) By an Indenture dated 17th December, 2009 registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. I8, Pages 2031 to 2046, Being No. 03895 for the year 2009, entered into by and between Bhabesh Adhikari referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited, each represented by its authorized signatory, Mr. Aloke Das, collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 7 decimal (equivalent to 4Cottah3Chittack34 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No.242 and 251, J.L. No. 29, Touzi Nos. 6 and 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 5” and subsequently, by a Deed of Rectification dated 9th July, 2010, registered with the District Sub-Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 282 to 292, Being No. 02262 for the year 2010, the Plan in respect of Plot No. 5 as annexed to the aforesaid Indenture dated 17th December, 2009, Being no. 03895 for the year 2009, was replaced and/or superceded by the plan annexed to the said Deed of Rectification dated 9th July, 2010, Being No. 02262 for the year 2010, and further under the said Deed of Rectification, the Touzi No. of Plot No. – 5 was corrected and/or rectified as stated therein and thereafter, Plot No. – 5 was

separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 228, Briji East, Kolkata, vide Assessee No. 31 -110 – 030 – 347 -8.

- g) By an Indenture dated 17th December, 2009 registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. I8, Pages 2047 to 2071, Being No. 03896 for the year 2009, entered into by and between (a) Safiulla Islam Mollah alias Safiul Islam Mollah, (b) Ajjul Islam Mollah, (c) Aminul Islam Mollah alias Aminul Islam Mollah, (d) Sultana Parvin, (e) Saidul Mollah alias Syadul Islam Mullah alias Sahidul Islam Mollah, (f) Khaleel Mollah alias Kolilur Islam Mollah alias Kolilur Islam Mollah and (g) Khaledul Islam Mollah alias Khaledul Mollah alias Kaladul Islam Mollah, (h) Hydarul Mollah alias Hydar Mollah alias Hydrarul Islam Mollah alias Hidarun Islam mullah, (i) Poli Bibi alias Hamida Bibi, (j) Liyakat Ali Mollah alias Liyakat Mollah, (k) Saukat Ali Mullah alias Saugat Mollah, (l) Anisul Mollah alias Abibul Mollah, (m) Masum Mollah, (n) Khokan Mollah alias Khakon Mollah, (o) Harisan Bibi alias Harisan Kazi and (p) Manirul Islam Mistri alias Manirul Mistri collectively referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited, each represented by its authorized signatory, Mr. Alope Das, collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 1 decimal (equivalent to 9 Chittack 30.6 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 4, J.L. No. 29, Touzi Nos. 6, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of

Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 6” and subsequently, by a Deed of Rectification dated 13th July, 2010, registered with the District Sub-Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 293 to 304, Being No. 02264 for the year 2010, the Plan in respect of Plot No. 6 as annexed to the aforesaid Indenture dated 17th December, 2009, Being no. 03896 for the year 2009, was replaced and/or superceded by the plan annexed to the said Deed of Rectification dated 13th July, 2010, Being No. 02264 for the year 2010, and further under the said Deed of Rectification, the Touzi No. of Plot No. – 6 was corrected and/or rectified as stated therein and thereafter, Plot No. – 6 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 227, Brij East, Kolkata, vide Assessee No. 31 -110 – 030 – 346 -6.

- h) By an Indenture dated 17th December, 2009 registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. I8, Pages 2072 to 2088, Being No. 03897 for the year 2009, entered into by and between Subir Dutta referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited, each represented by its authorized signatory, Mr. Aloke Das, collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 3.378 decimal (equivalent to 2 Cottah 31.5 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 94, J.L. No. 29, Touzi Nos. 13, Mouza - Patuli, Police Station Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation,

hereinafter referred to as “Plot No. – 7” and subsequently, by a Deed of Rectification dated 9th July, 2010, registered with the District Sub-Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 272 to 281, Being No. 02261 for the year 2010, the Plan in respect of Plot No. 7 as annexed to the aforesaid Indenture dated 17th December, 2009, Being no. 03897 for the year 2009, was replaced and/or superceded by the plan annexed to the said Deed of Rectification dated 9th July, 2010, Being No. 02261 for the year 2010, and thereafter, Plot No. – 7 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 230, Brij East, Kolkata, vide Assessee No. 31 -110 – 030 – 349 -1.

- i) By an Indenture dated 17th December, 2009 registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. I8, Pages 2089 to 2104, Being No. 03898 for the year 2009, entered into by and between Sultana Parvin referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited, each represented by its authorized signatory, Mr. Alope Das, collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 0.14 decimal (equivalent to 2 Chittack16 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 94, J.L. No. 29, Touzi Nos. 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 8” and subsequently, by a Deed of Rectification dated 29thDecember, 2010, registered with the District

Sub-Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 21, Pages 1373 to 1383, Being No. 04462 for the year 2010, the Plan in respect of Plot No. 8 as annexed to the aforesaid Indenture dated 17th December, 2009, Being no. 03898 for the year 2009, was replaced and/or superceded by the plan annexed to the said Deed of Rectification dated 29th December, 2010, Being No. 04462 for the year 2010, and thereafter, Plot No. – 8 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 232, Brij East, Kolkata, vide Assessee No. 31 -110 – 030 – 351 - 0.

- j) By an Indenture dated 18th December, 2009 registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 18, Pages 2084 to 2402, Being No. 03914 for the year 2009, entered into by and between (a) Mohataz Mollah alias Mahatab Mollah, (b) Akhtar Mollah alias Jaktar Mollah, (c) Mozammel Mollah alias Mojamel Mollah, (d) Nurakshan Bibi, (e) Laltu Mollah, (f) Asia Khatun alias Ashiya Khatun (g) Sahajadi Bibi, (h) Jahanara Bibi alias Jahanara Begum, (i) Khodeja Bibi alias Khadija Bibi alias Kodija Bibi, (j) Ranu Bibi, collectively referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited, each represented by its authorized signatory, Mr. Alope Das, collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 1 decimal (equivalent to 9 Chittack 30.6 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 4, J.L. No. 29, Touzi Nos. 6, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the

limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 9” and subsequently, by a Deed of Rectification dated 9th July, 2010, registered with the District Sub-Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 223 to 234, Being No. 02258 for the year 2010, the Plan in respect of Plot No.-9 as annexed to the aforesaid Indenture dated 18th December, 2009, Being no. 03914 for the year 2009, was replaced and/or superceded by the plan annexed to the said Deed of Rectification dated 9th July, 2010, Being No. 02258 for the year 2010, and further under the said Deed of Rectification, the Touzi No. of Plot No. – 9 was corrected and/or rectified in the manner as stated therein and thereafter, Plot No. – 9 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 229, Brij East, Kolkata, vide Assessee No. 31 -110 – 030 – 348 - 0.

- k) By an Indenture dated 18th December, 2009 registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. I8, Pages 2403 to 2418, Being No. 03915 for the year 2009, entered into by and between (a) Bhabesh Adhikari referred to as Vendor of First Part; and (a) M/s AkritiVyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited, each represented by its authorized signatory, Mr. Alope Das, collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 3.5 decimal (equivalent to 2 Cottah 1Chittack41 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 94, J.L. No. 29, Touzi Nos. 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District –

South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as "Plot No. - 10" and subsequently, by a Deed of Rectification dated 9th July, 2010, registered with the District Sub-Registrar - I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 262 to 271, Being No. 02260 for the year 2010, the Plan in respect of Plot No.-10 as annexed to the aforesaid Indenture dated 18th December, 2009, Being no. 03915 for the year 2009, was replaced and/or superceded by the plan annexed to the said Deed of Rectification dated 9th July, 2010, Being No. 02260 for the year 2010, and thereafter, Plot No. - 10 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 231, Briji East, Kolkata, vide Assessee No. 31 -110 - 030 - 350 - 8.

- l) By an Indenture dated 11th March, 2010 registered with District Sub - Registrar - I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 4, Pages 1182 to 1200, Being No. 00809 for the year 2010, entered into by and between (a) Moinuddin Mollah alias Maynaddin Mollah, (b) Badaruddin Mollah alias Badraddin Mollah, (c) Anwara Bibi alias Anowara Bibi, (d) Hasina Bibi alias Hasina bibi Mollah, and (e) Sarifuddin Mollah, collectively referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited, each represented by its authorized signatory, Mr. Alope Das, collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 1.125 decimal (equivalent to 10 Chittack 40 Sq. Ft.) more or less comprised in a portion of R.S. Dag

No. 146, R. S. Khatian No. 4 and 94, J.L. No. 29, Touzi Nos. 6 and 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 11” and subsequently, by a Deed of Rectification dated 29th December, 2010, registered with the District Sub-Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 21, Pages 1338 to 1348, Being No. 04458 for the year 2010, the statement of the area of Plot No. – 11 as also the Touzi Nos. thereof as stated in the aforesaid Indenture dated 11th March, 2010, Being No. 00809 for the year 2010, were corrected and/or rectified in the manner stated in the said Deed of Rectification dated 29th December, 2010, Being No. 04458 for the year and thereafter, Plot No. – 11 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 196, Briji East, Kolkata, vide Assessee No. 31 -110 – 030 – 383 - 1.

m) By an Indenture dated 11th March, 2010 registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 4, Pages 1201 to 1219, Being No. 00810 for the year 2010, entered into by and between (a) Moinuddin Mollah alias Maynaddin Mollah, (b) Badaruddin Mollah alias Badraddin Mollah, (c) Anwara Bibi alias Anowara Bibi, (d) Hasina Bibi alias Hasina bibi Mollah, and (e) Sarifuddin Mollah, collectively referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited, each represented by its authorized signatory, Mr. Alope Das, collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and

parcel of land admeasuring 0.5625 decimal (equivalent to 5Chittack20 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 4 and 94, J.L. No. 29, Touzi Nos. 6 and 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 12” and subsequently, by a Deed of Rectification dated 29thDecember, 2010, registered with the District Sub-Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 21, Pages 1349 to 1361, Being No. 04459 for the year 2010, the Plan in respect of Plot No.-12 as annexed to the aforesaid Indenture dated 11thMarch, 2010, Being no. 00810 for the year 2010, was replaced and/or superceded by the plan annexed to the said Deed of Rectification dated 29thDecember, 2010, Being No. 04459 for the year 2010, and further under the said Deed of Rectification, the statement of the area of Plot No. – 12 as also the Touzi No. was corrected and/or rectified in the manner as stated therein and thereafter, Plot No. – 12 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 193, Brij East, Kolkata, vide Assessee No. 31 -110 – 030 – 380 - 6.

- n) By an Indenture dated 20thApril, 2010 registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 9, Pages 1269 to 1284, Being No. 01314 for the year 2010, entered into by and between (a) Mustaq Mollah alias Mostaque Mollah, (b) Mamtaj Mollah alias Mumtaz Mollah, collectively referred to as Vendors of First Part; (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited, each represented by its authorized signatory, Mr.

Aloke Das, collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 1.125 decimal (equivalent to 10Chittack40 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 4 and 94, J.L. No. 29, Touzi Nos. 6 and 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 13” and subsequently, by a Deed of Rectification dated 29thDecember, 2010, registered with the District Sub-Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 21, Pages 1362 to 1372, Being No. 04461 for the year 2010, the statement of the area of Plot No. – 13 as stated in the Indenture dated 20thApril, 2010, Being no. 01314 for the year 2010, was corrected and/or rectified in the manner as stated therein and thereafter, Plot No. – 13was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 195, Brijji East, Kolkata, vide Assessee No. 31 -110 – 030 – 382 - 0.

- o) By an Indenture dated 14th May, 2010registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 10, Pages 2707 to 2728, Being No. 01645 for the year 2010, entered into by and between (a) Samsuddin Molla, (b) Sujauddin Molla, (c) Giasuddin Molla alias Giyasuddin Molla, (d) NuruddinMollah (e) Rashida Begum alias Rashid, (f) Murshida Bibi, (g) Asura Kayal, (h) Masura Begum, (i) SufiyaAkunji alias Sufia Akunji and (j) Mafuja Begum collectively referred to as Vendors of First Part; AND (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited

collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 0.5625 decimal (equivalent to 5Chittack20 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 4 and 94, J.L. No. 29, Touzi Nos. 6 and 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District – South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as “Plot No. – 14” and subsequently Plot No. – 14 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 198, Brij East, Kolkata, vide Assessee No. 31 -110 – 030 – 385 - 5.

- p) By an Indenture dated 14th May, 2010 registered with District Sub - Registrar – I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 10, Pages 2729 to 2749, Being No. 01646 for the year 2010, entered into by and between (a) Samsuddin Molla, (b) Sujauddin Molla, (c) Giasuddin Molla alias Giyasuddin Molla, (d) Nuruddin Mollah (e) Rashida Begum alias Rashid, (f) MurshidaBibi, (g) AsuraKayal, (h) Masura Begum, (i) SufiyaAkunji alias SufiaAkunji and (j) Mafuja Begum collectively referred to as Vendors of First Part; AND (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 1.125 decimal (equivalent to 10Chittack40 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 4 and 94, J.L. No. 29, Touzi Nos. 6 and 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District –

South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as "Plot No. - 15" and subsequently Plot No. - 15 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 197, Brij East, Kolkata, vide Assessee No. 31 -110 - 030 - 384 - 3.

- q) By an Indenture dated 23rd June, 2010 registered with District Sub - Registrar - I, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 12, Pages 1698 to 1713, Being No. 02079 for the year 2010, entered into by and between Subir Dutta referred to as Vendor of First Part; AND (a) M/s Akriti Vyapaar Private Limited, (b) M/s Avikar Vyapaar Private Limited, (c) M/s Akshar Commodities Private Limited, (d) M/s Ayeja Commodities Private Limited, (e) M/s Apoorv Vanijya Private Limited, (f) M/s Maple Vanijya Private Limited, (g) M/s Vital Dealer Private Limited, and (h) M/s Sunflower Marketing Private Limited collectively referred to as Purchasers of the Second Part wherein the Vendors have conveyed upon the Purchasers All that the piece and parcel of land admeasuring 2.6 decimal (equivalent to 1 Cottah 9Chittack19 Sq. Ft.) more or less comprised in a portion of R.S. Dag No. 146, R. S. Khatian No. 94, J.L. No. 29, Touzi Nos. 13, Mouza - Patuli, Police Station - Patuli (formerly Jadavpur), District - South 24 Parganas, within the limits of Kolkata Municipal Corporation, hereinafter referred to as "Plot No. - 16" and subsequently Plot No. - 16 was separately and individually assessed in the records of the Kolkata Municipal Corporation in the name of the Purchasers, as Premises No. 194, Brij East, Kolkata, vide Assessee No. 31 -110 - 030 - 381 -8.
- r) THUS, the Owners herein collectively became the joint and absolute owners of All That piece and parcel of land mentioned in the Part- I of the First Schedule mentioned hereinabove and each of the above Plots

of Land was recorded in the Assessment Roll Copy of the Kolkata Municipal Corporation.

- s) Further, that the Owners herein by a notarized Deed of Amalgamation dated 29th September, 2011 amalgamated the contiguous Plots into one composite piece and parcel of land and Kolkata Municipal Corporation allotted one Premises No. 224, Briji East, Kolkata, Kolkata – 700 084, P.S. – Patuli (formerly Jadavpur), Assessee No. 311100303211, within the limits of Kolkata Municipal Corporation ward no. 110.
- t) By virtue of an Agreement dated 12th May 2011 the Owners herein appointed the Developer herein for development of the Project Land.
- u) In the circumstances the Vendor herein has become the absolute owner of the said premises. The Promoter is the lawful owner as well as the promoter of the said premises purchased from time to time for the purpose of building a housing project known as **“Altamount”** comprising of residential apartments, car parking spaces, other spaces and various common areas and facilities to be constructed thereat and proposed as a Real Estate Project by the Promoter.
- v) The Promoter obtained the sanctioned plan and approvals for the Project and also for the building(s) thereon from the Kolkata Municipal Corporation vide Building Permit No. _____ dated _____ and for construction of the Building on the Project Land and shall include any other plan or plans sanctioned or to be sanctioned by the Kolkata Municipal Corporation or any other department or departments authorized to do so.
- w) The Promoter also registered the Project under the provisions of the Act with the authority at Kolkata on _____ under registration no. _____.
- x) Accordingly the Promoter constructed multistoried residential building to be completed as per the sanctioned plan and agreed specifications of the

Kolkata Municipal Corporation comprising of residential apartments, car parking spaces, other spaces and various common areas and facilities.

y) Upon being satisfied about the right, title and interest of the Owner and Promoter, the Purchaser/Allottee approached the Promoter to purchase the **Said Unit** and accordingly the Promoter agreed to allot said Apartment to the Purchaser/Allottee in lieu of the total consideration recorded herein and the Purchaser/Allottee are fully aware of and affirm, accept and acknowledge that the Promoter shall in no way be responsible for any architectural / physical alterations / modifications / changes made to the Said Unit by the Purchaser/Allottee from the date hereof.

z) Under this Indenture the Promoter agreed to sell and the Purchaser/Allottee agreed to purchase the said Apartment more fully and particularly described in the **Second Schedule** hereunder written free from all encumbrances, charges and liens absolutely at a total consideration sum of **Rs.** _____ (after deductions on account of finishing material and workmanship not provided/carried out by the Promoter for said Apartment) from the above named Purchaser being the full consideration for the above described property along with applicable taxes amounting to **Rs.** _____ along with Extra Development charges amounting to **Rs.** _____ along with applicable taxes amounting to **Rs.** _____ along with deposits amounting to **Rs.** _____ all together amounting to a total sum of **Rs.** _____

THE SECOND SCHEDULE ABOVE REFERRED TO:

(SAID APARTMENT)

DESCRIPTION OF THE APARTMENT ALONGWITH TWO RIGHT TO USE

SAID GARAGE/CAR PARKING SPACE ALONG WITH ONE STORE ROOM

ALL THAT the Apartment being _____ on the _____ floor of the building having carpet area of _____ sqft, along with balcony carpet area _____sqft, the said Apartment having super built up area of _____ **sq ft**, more or less , along with right to use _____ car parking space for parking of a medium size car (the said “Car Parking Space”) on the ground floor of the premises as permissible under the applicable law lying and situate at the building known as “**ALTAMOUNT**” at premises no. 224, Briji East, Kolkata - 700094 within the municipal limits of Kolkata Municipal Corporation Ward No. 110 **TOGETHER WITH** the proportionate share of land and the proportionate undivided impartible share in the land of the said premises and the right of user of common stair case, common lift, passages, and facilities situated on the said premises **TOGETHER WITH** the right of user in the common parts, areas and also common existing facilities of the said premises. The said Apartment is delineated in the plans annexed hereto and duly bordered thereon in “**Red**”

THE THIRD SCHEDULE ABOVE REFERRED TO:

(BUILDING COMMON AREAS, AMENITIES AND FACILITIES)

1. Areas:

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.

- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the ground floor of the Block.
- (f) Common Roof above the top floor of the block.

2. Water and Plumbing:

- (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Flat).
- (b) Drains, sewerage pits and pipes within the Block (save those inside any Flat) or attributable thereto.

3. Electrical and Miscellaneous Installations:

- (a) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the Flats in the Block and Common Portions within or attributable to the Block.
- (b) Lift and lift machinery of the Block.
- (c) Firefighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.

4. Others:

Other areas and installations and/or equipment as are provided in the Block for common use and enjoyment.

5. Easement rights and privileges included in the transfer:-

- a) Full right and liberty for the Purchaser/Allottee and all persons authorized by it (in common with all other persons entitled to the like right) at

all times by day and night and for all purposes to go pass and re-pass over and along the terrace and through and along the main entrances of the building and the passages landings and staircases leading to the said property.

b) Full right and liberty for the Purchaser/Allottee and all persons authorized by it (in common with all other persons entitled to the like right) with or without motor cars and other vehicles at all times by day or by night and for all purposes to go pass and re-pass over and along the drive ways of the said premises.

c) Full right and liberty for the Purchaser/Allottee and all persons authorized by it (in common with all other persons entitled to the like right) to use the Gymnasium, Community Hall and terrace for the purpose of recreation only.

d) The right to subjacent and lateral support and to shelter and proportion from the other parts of the building and from the sale and roof thereof, but without affecting in any manner the rights of the Promoter to and further stories on the roof and enjoy and possess and deal with the same as herein stated.

e) The free and uninterrupted passage and running of water and soil, gas and electricity from and to the said property through the sewers, drains and water courses, cables, pipes, wires which now are nor may at any time hereafter be in under or passing through the said premises or any part thereof.

f) The right for the Purchaser/Allottee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the said premises and buildings thereon for the purpose of repairing, cleansing, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbance

as possible and making good any damages caused.

g) The right for the Purchaser/Allottee with servants and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the said premises and buildings thereon for the purpose of repairing, maintaining, renewing, altering or rebuilding the apartment or any part of the building giving subjacent or lateral support shelter or protection to the Said property.

h) The benefit of the restrictions contained in the transfer of other apartments comprised in the other building on the said premises granted or to be granted.

i) All the above easements rights and privileges are subject to and conditional upon the Purchaser/Allottee's contributing and paying as provided in these presents and also in the Fourth Schedule hereunder written.

j) Full right and liberty for the Purchaser/Allottee (subject to observing terms and conditions for usage thereof) to use swimming pool, Gymnasium and Community Hall and all other common parts and areas of the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the Said Building/land enjoyed or used by the flat-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/sand enjoyed by the flat owners in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and

lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the flat owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Firefighting Equipments and accessories, CCTV, Security Systems, Deep Tubewell, Equipments and accessories in or for the Club or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred to be incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.

4. **TAXES:** The Municipal and other rates, taxes and levies and all other outgoings if any in respect of the said Premises (save those assessed separately in respect of any Apartment).

5. **INSURANCE:** Insurance premium if incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

6. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

7. **COMMON SECURITY:** Expense for providing security for the said Building/Said Premises by such Nos. of Security personnel as may be deemed fit and proper by Maintenance Agency.
8. **AMC:** AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Firefighting System, CCTV, Intercom, Air Conditioning System, VRV system etc.
9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Conditions of Sale to the Purchaser/Allottee)

The Sale of the Unit shall be subject to the following conditions to which the Purchaser/Allottee undertake and covenants to:

1. Purchaser/Allottee Aware of and Satisfied with Common Amenities and Facilities and Specifications

The Purchaser/Allottee upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters are entering into this Agreement. The Purchaser/Allottee have examined and are acquainted with the Project and have agreed that the Purchaser/Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Unit.

2. Purchaser/Allottee to Mutate and Pay Rates & Taxes:

The Purchaser/Allottee shall (1) pay all fees and charges from the Possession Date of the Said Unit and (2) pay the rates & taxes (proportionately for the Project and wholly for the Said Unit from the date of execution of Conveyance Deed of the Said Unit and until the Said Unit is separately mutated and assessed in favor of the Purchaser/Allottee) on the basis of the bills to be raised by the Maintenance Agency, such bills being conclusive proof of the liability of the Purchaser/Allottee in respect thereof. The Purchaser/Allottee further admit and accept that the Purchaser/Allottee shall not claim any deduction or abatement in the aforesaid bills. The Purchaser/Allottee shall apply for mutation in the names of the Purchaser/Allottee in the records of Kolkata Municipal Corporation only after obtaining prior written consent from the Promoter and thereafter shall apply for and obtain mutation certificate within 60 (sixty) days from the Promoter obtaining the Completion Certificate.

3. Purchaser/Allottee to Pay Maintenance charge:

The Purchaser/Allottee shall pay Maintenance charge on the basis of the bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Purchaser/Allottee in respect thereof. The Purchaser/Allottee further admit and accept that (1) the Purchaser/Allottee shall not claim any deduction or abatement in the bills relating to Maintenance charge and (2) the Maintenance Charge shall be subject to variation from time to time at the sole discretion of the Promoter or Association (upon formation).

4. Charge/Lien:

The Promoter shall have first charge and/or lien over the Said Unit for all amounts due and payable by the Purchaser/Allottee to the Promoter provided however if the Said Unit is purchased with assistance of a financial institution,

then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Purchaser/Allottee and/or such financial institution.

5. No Rights of or Obstruction by Purchaser/Allottee:

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

6. Variable Nature of Share in Common Areas:

The Purchaser/Allottee fully understand and accept that (1) the Share shall be the proportion which the area of the Said Apartment bears to the total area of all the apartments in the Projects, (2) if the area of the Project is recomputed by the Promoter, then and in such event, the Share shall vary accordingly and proportionately and the Purchaser/Allottee shall not question any variation (including diminution) therein, (3) the Purchaser/Allottee covenant not to demand any refund of the total price paid by the Purchaser/Allottee on the ground of or by reason of any variation of the Share, (4) the Share in Common Areas are not divisible and partible and (5) the Purchaser/Allottee shall accept (without demur) the proportionate share with regard to various matters as be determined by the Promoter in its absolute discretion.

7. OBLIGATIONS OF PURCHASER/ALLOTTEE:

The Purchaser/Allottee shall:

7.1 Intimate the Maintenance Agency in writing for sale of Said Unit :

In the event the Purchaser/Allottee sells and transfers Said Unit to a third party it shall be obligated to communicate the same in writing to the Maintenance Agency mentioning the date of handover of possession to such third party. It shall be the Purchaser/Allottee's obligation to pay and clear all

maintenance dues till such date of transfer to the Maintenance Agency on or before handover of possession of Said Unit to the third party after which the Maintenance Agency shall raise such bills upon the third party which shall be liable for the same entirely.

7.2 Co-operate in Management and Maintenance:

Co-operate in the management and maintenance of the Common Areas, facilities and amenities by the Maintenance Agency as applicable.

7.3 Observing Rules:

Observe the rules framed from time to time by the Maintenance Agency for the beneficial common enjoyment of the Common Areas, facilities and amenities.

7.4 Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the Date of Possession.

7.5 Meter and Cabling:

Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided there for ensuring that no inconvenience is caused to the Promoter or to other Apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Purchaser/Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antenna or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Maintenance Agency.

7.6 Residential Use:

Use the Apartment for residential purpose only. Under no circumstances shall the Purchaser/Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes .The Purchaser/Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guest house, serviced apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

7.7 Maintenance of Apartment:

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment at the cost of the Purchaser/Allottee.

7.8 Use of Common Toilets:

Ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets in the Store Room block on the same floor as the Said Apartment and while so using, keep the common toilets clean and dry.

7.9 Use of Spittoons/Dustbins:

Use the spittoons/dustbins located at various places in the Project.

7.10 No Alteration:

Not alter, modify or in any manner change the (1) elevation and exterior color scheme of the Said Apartment and the building and (2) design and/or the color scheme of the windows, grills and the main door of the Said Apartment.

7.11 No Structural Alteration and Prohibited Installations:

Not alter, modify or in any manner change the structure or any civil construction in the Said Apartment and the building. The Purchaser/Allottee

shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Purchaser/Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Purchaser/Allottee. In the event any change is made by the Purchaser/Allottee after the Date of Conveyance, then also the Promoter and/or the Maintenance Agency shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Purchaser/Allottee. The Purchaser/Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same as arisen due to default of the Purchaser/Allottee.

7.12 No Air Conditioning without Permission:

Not to install any window air-conditioning units anywhere in the Said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air conditioners are not installed by the Promoter to install only VRV air conditioning system only in designated areas and install the pipelines and water/drain line from the designated areas as approved by Promoter.

7.13 No Collapsible Gate:

Not install any collapsible gate save and except at the designated place and in the specific design as may be permitted by the Maintenance Agency. All costs for such installation shall be borne by the Purchaser/Allottee.

7.14 No Grills:

Not to install any grill on the exterior of the balcony or verandah or windows.

The Purchaser/Allottee shall only be permitted to install grills on the inside of the windows of specified design pre-approved by the Promoter.

7.15 No Sub-Division:

Not to sub-divide the Said Apartment and the Common Areas under any circumstances.

7.16 No Change of Name:

Not to change/alter/modify the name of the Building from that mentioned in these presents.

7.17 No Nuisance and Disturbance:

Not to use the Said Apartment or the Common Areas or the Parking Space if any or permit the same to be used in such manner or commit any act which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

7.18 No Storage:

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

7.19 No Obstruction to Maintenance Agency:

Not to obstruct the Maintenance Agency in their acts relating to the Common Areas, Amenities and Facilities and not to obstruct the Promoter in constructing on other portions of the Building and/or the Project and selling or

granting rights to any person on any part of the Said Building.

7.20 No Obstruction of Common Areas:

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment.

7.21 No Violating Rules:

Not to violate any of the rules and/or regulations laid down by the Promoter /Association (upon formation) for the use of the Common Amenities and facilities.

7.22 No Throwing Refuse:

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated there for by the Maintenance Agency.

7.23 No Injurious Activities:

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space if any the Said Building, the Common Areas including but not limited to acts of vandalism, putting up posters and graffiti.

7.24 No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Common Areas and the Building.

7.25 No Signage:

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas inside or outside the windows and/or the outside walls of the Said Apartment/Said Building save at the place or places provided there for provided that this shall not prevent the Purchaser/Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

7.26 No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

7.27 No Installing Generator:

Not to install or keep or run any generator in the Said Apartment.

7.28 No Misuse of Water:

Not to misuse or permit to be misused the water supply to the Said Apartment.

7.29 No Damage to Common Portions:

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Purchaser/Allottee or the family members, invitees, servants, agents or employees of the Purchaser/Allottee, the Purchaser/Allottee shall compensate for the same.

7.30 No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

7.31 No Smoking in Public Places:

Not to smoke in public areas of the Project and/or the Building (s) and not to throw empty cigarette cartons, cigarette butts and match boxes in open spaces, but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

7.32 No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

7.33 No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the Said Building/Project.

7.34 No Trespassing:

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

7.35 No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

7.36 No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

7.37 No Covering of Common Portions:

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.

7.38 Pay Goods & Service Tax:

Make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Purchaser/Allottee to the Maintenance Agency in terms of these presents

7.39 Notification regarding Letting/Transfer:

If the Purchaser/Allottee let out or transfer the Said Apartment, the Purchaser/Allottee shall immediately notify the Maintenance Agency of the tenant's/transferee's address and telephone number.

7.40 No Right in Other Areas:

The Purchaser/Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the Said Apartment and the share in the Common Areas and the Purchaser/Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the other portions of the Project.

7.40 No encroachment

The Purchaser/Allottee shall not encroach upon any common area in the building or car parking space on the ground floor of the premises

7.41 No animal slaughter

The Purchaser/Allottee hereby undertake and pledge not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Purchaser/Allottee and/or occupiers of the said housing complex.

7.42 Indemnity:

The Purchaser/Allottee shall keep the Promoter indemnified of, from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the Said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Purchaser/Allottee or the servants/agents/licensees/invitees/ visitors of the Purchaser/Allottee and/or any breach or non-observance by the Purchaser/Allottee of the Purchaser/Allottee' covenants and/or any of the terms herein contained.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Rights on Purchaser/Allottee' Default)

a) In case of default/delay in making payment of any amount payable under these presents (including in particular the Common expenses and electricity charges) or otherwise by the Purchaser/Allottee to the Maintenance Agency, interest shall be payable by the Purchaser/Allottee at the agreed rate of 12% (twelve) percent per annum from the due date till the date of payment.

b) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser/Allottee to perform or comply with any of the terms, conditions covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations in respect of the Said Unit continuing for more than 2 months, then the Promoter and/or the Maintenance Agency shall be entitled to issue a notice to the Purchaser/Allottee calling upon the Purchaser/Allottee to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser/Allottee do not comply with the said notice to the satisfaction of the Owner and the Association as the case may be, then the Owner and/or the

Association as the case may be, shall be entitled to invoke their rights under clause IV (f) of these presents and the Purchaser/Allottee shall in addition be liable to pay to the Owner and/or the Association, compensation and/or damages that may be quantified by the Owner/Association.

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 withinnamed
PROMOTER in the presence of:

PROMOTER

SIGNED SEALED AND
DELIVERED by the
withinnamed
PURCHASER/ALLOTTEE in
the presence of:

PURCHASER/PURCHASER/ALLOTTEE

MEMO OF CONSIDERATION

RECEIVED a sum of **Rs.** _____ (**Rupees** _____ **only**) from the above named Purchaser in the following manner being the full consideration for the above described property along with applicable taxes amounting to **Rs.** _____ (**Rupees** _____ **only**) :

Sl. No.	Date	Cheque No.	Name of Bank	Amount (in Rupees)

WITNESSES:

1.

2.

SIGNATURE OF THE PROMOTER