

the said project/ building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this agreement.

17.11 The liability to pay the taxes, outgoings, other charges etc in respect of the Unit will be always on Allottees of the said apartments and if for any reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottees alongwith interest thereon@ 24% p.a. and Allottees shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottees in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Apartment.

17.12 The internal security of the Apartment shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the **FIRE SAFETY RULES** as provided in the **SCHEDULE - I** hereunder and the **MAINTENANCE RULES** as provided in **ANNEXURE-4** hereto subject to further additions and modifications from time to time.

#### **18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this agreement for the allotment of an Apartment with the knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her own cost.

#### **19. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, lay-out plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act save and except vertical increase in the Floor as agreed or as per the Act.

However, if after completion of construction and handing over possession if due to change in law or even otherwise the Promoter becomes lawfully entitled to one or more floors on top of the existing roof of Building, the Promoter will be entitled to construct the same and the Allottee agrees not to object to the same.

#### **20. REPRESENTATION AND WARRANTIES**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank

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by any mode or manner by way of charge / mortgage / securitization of the Apartment / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s). The allottee shall be informed about the same at the time of agreement.

## **21. APARTMENT OWNERSHIP ACT**

21.1 The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972. The Promoter shows compliance of various laws/regulations as applicable in the said Act.

21.2 An Apartment Owners Apex Association (Holding Organisation) will be formed Upon completion of construction of the entire Project as the Promoter may deem fit and proper, the Promoter shall call upon the Allottees to hold a General Meeting wherein the Allottees present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association and the Holding Organisation, as prepared and provided by the Promoter at such General Meeting, which shall be final and binding on all the Apartment Owners. When such Association will be formed, each Allottee shall automatically become a member. Until such Association is formed the Promoter shall be entitled to cause an Ad-hoc committee of the Apartment Owners to be formed and the initial members of the said Ad-hoc Committee shall be such of the Apartment Owners who may be nominated and/or selected by the Promoter. The Allottee grants all powers to the Builder and/or to its nominee for all matters related to and/or connected with the formation of the Apartment Owners Association. The Allottee undertakes to join the Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. If the Allottee sells and/or disposes of his Apartment, he will have to notify to the Promoter/Association the name of the transferee and his address. Similarly the Transferee on his part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Promoter/Association about his ownership or interest as the case may be of the Apartment in question.

21.3 The Promoter shall take the following steps to enable formation of an Association of Allottees under section 11(4)(e) of the Act:-

- a) with respect to a real estate project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the West Bengal Apartment Ownership Act 1972 (as applicable to the state of West Bengal), within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of fifty one per cent of the total Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.
- b) Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and

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entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas.

21.4 The Promoter shall at an appropriate time (within maximum period of 3 months from the Deemed Date of Possession of the Apartments of the Project notify the detailed scheme of formation of the Apartment Owners' Association to the Allottees so as to enable them to constitute/form such Owners Association as per local law. The Allottee shall whenever required by the Promoter provide specific Power of Attorney in favor of the Promoter for taking steps for formation of the Apartment Owners' Association.

21.5 Since this is a residential Apartment, the property means land, building, common areas and facilities and such demarcation of land excluding the facilities and parts which are reserved by the Promoter is clearly stated herein.

21.6 Till formation of the Apartment Owners Association and the Maintenance of the Building is handed over to the Apartment Owners Association, the Promoter shall look after the Maintenance in place and stead of the Apartment Owners Association.

The Promoter shall by itself or through its nominated agency maintain the Common areas and Facilities of the Complex up to a maximum of 3(three) months from the Deemed date of Possession of Apartments. This period shall be the interim maintenance period.

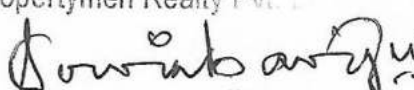
21.7 On completion of the Construction in all respect, a notice will be given to the Association to take Handover within 90 days. If the handover is not taken by the allottees within this period, the Promoter will charge Supervision Charges @ Rs 0.50P per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less, from the allottees from the expiry of 90 days till the period handover is taken by the Allottees /Association. If the Association does not take hand over of the common purposes even after 180 days from the date of Notice in such event the Promoter shall no longer be liable or responsible inter alia for the Common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in the Association on and from such date but so long as the Promoter continues to provide the services it will be entitled to the supervision charge of 15%.

21.8 The housing complex shall elect a body of 3 members by way of election (hereinafter called 'the Maintenance Body').

21.9 All the members of the Maintenance Body shall elect a President, Secretary and Treasurer (herein called Office Bearers of Maintenance Body) by way of election.

21.10 Maintenance and common purposes of the Projects shall vest absolutely with the Maintenance Body which will also be governed by a body of elected representatives.

21.11 In all matters of taking decision or of forming and applying and relaxing the Rules and regulations, the decision of the Governing Body of the Association shall be final and binding on the respective Applicants/Allottees and also on the Maintenance Bodies.

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21.12 In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.

21.13 The Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.

21.14 The Builder shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Complex after handing over its charge to the Apartment Owners Association.

21.15 Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Complex or any part or portion thereof and for taking the responsibility of:-

- (a) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;
- (b) Rendition of common services;
- (c) To receive realize and collect the service charges;
- (d) To remain responsible for such other functions as may be necessary.

21.16 The employees employed on the Project shall upon handing over of the Common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the complex e.g watchmen, security staff, liftmen, accountant, and clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.

Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act and as per the said law, Project handover will be done on receiving Completion Certificate of the Project.

## 22. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Allottee and secondly, appears for registration for the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee and further execute the said agreement and /or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of the receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deducting applicable charges.

## 23. ENTIRE AGREEMENT

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This Agreement, along with the schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written, implied or oral, if any, between the Parties in regard to the said Apartment/Plot/Building, as the case may be.

#### **24. RIGHT TO AMEND**

This Agreement may only be amended through written consent by the Parties.

#### **25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ SUBSEQUENT ALLOTTEES**

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

#### **26. WAIVER NOT A LIMITATION TO ENFORCE**

26.1 The Promoter may, at its sole option and discretions, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allotees.

26.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

#### **27. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made hereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

#### **28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allotees has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area / the built up area of the Apartment bears to the total carpet area / the built up area of all the Apartments in the project.

#### **29. FURTHER ASSURANCES**

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Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### **30. PLACE OF EXECUTION**

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other Place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub- Registrar/ District Sub Registrar/ Additional Registrar of Assurance as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

### **31. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

#### **(i) For Allottee:**

\_\_\_\_\_  
\_\_\_\_\_

#### **(ii) For Promoter:**

#### **PROPERTYMEN REALTY PRIVATE LIMITED**

Premises No. 626,  
Sixth Floor,  
"HMP House"  
4, Fairley Place,  
P.O: GPO,  
Kolkata - 700001,

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

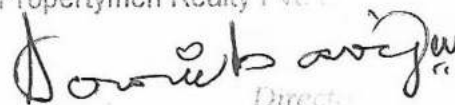
### **32. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.

### **33. SAVINGS**

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Any Expression of Interest, the Booking letter, agreement or any other document signed by the Allottee in respect of the Apartment prior to the execution and registration of this Agreement for Sale for such Apartment shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

#### **34. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

#### **35. DISPUTE RESOLUTION**

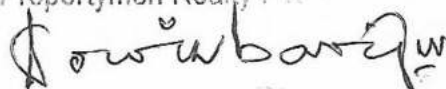
All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

#### **THE SCHEDULE -A ABOVE REFERRED TO** **(THE PROJECT/HOUSING COMPLEX)**

**ALL THAT** piece and parcel of land measuring about little more or less 18 Cottah 14 Chittak alongwith 2 Cottah 8 Chittak 12 Square Feet common passage comprising of two plots of 9 Cottah 7 Chittak alongwith 1 Cottah 4 Chittak 06 Square Feet common passage be little more or less recorded in R.S. Dag No: 3755, R.S. Khatian No: 1044 and 9 Cottah 7 Chittak alongwith 1 Cottah 4 Chittak 06 Square Feet common passage be little more or less recorded in R.S. Dag No: 3757, R.S. Khatian No: 109 both in Mouza: Purba Barisha, J.L. No: 23, P.S: Thakupukur, P.O: Joka, District South 24-Parganas, in the State of West Bengal under Premises No: 51/10 Srijani, Ward No: 143 of Kolkata Municipal Corporation per Plan annexed hereto and externally bordered in **GREEN** and marked as **ANNEXURE-1** and being butted and bounded as follows:

- ON THE NORTH** : 12 feet wide KMC road
- ON THE SOUTH** : 12 feet wide common passage
- ON THE EAST** : Part of R.S. Dag No: 3755 and 3757
- ON THE WEST** : 12 feet wide KMC road

#### **THE SCHEDULE -B ABOVE REFERRED TO**

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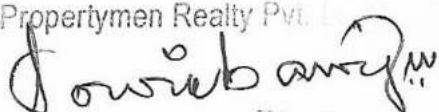
**(THE SAID UNIT)**

**ALL THAT** the Unit No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Building admeasuring \_\_\_\_\_ Sq.Ft (Carpet Area/Chargeable Area) corresponding to \_\_\_\_\_ Sq.Ft (Built Up Area) and \_\_\_\_\_ Sq.Ft (Super Built Up Area) in the project named "**NECTAR**" under construction on the Schedule-A Land demarcated in the floor plan annexed hereto and externally bordered in **RED** and marked **ANNEXURE-2 Together with** the right to use \_\_\_\_\_ Car Parking Space Open/Covered(Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.

**THE SCHEDULE-C ABOVE REFERRED TO**  
**(COMMON AREA MAINTENENCE EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Housing Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or

Page 39 of 63

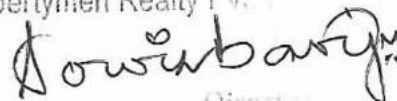
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- any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
  16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
  17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment
  18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
  19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
  20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Maintenance Body it is reasonable to provide.
  21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building.
  22. Any other expense for common Purpose.

**THE SCHEDULE-D ABOVE REFERRED TO**  
**(THE COMMON AREA/COMMON PARTS & FACILITIES)**  
**(Common Parts , Portions and Amenities)**

1. Septic Tank
2. Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
3. Pathways, driveways, installations and security arrangements not exclusive to any segment.
4. Drains and sewers from the premises to the Municipal Duct.
5. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
6. Boundary walls of the premises including outer side of the walls of the building and main gates
7. Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto
8. Transformer(if required), electrical wiring meters and fittings and fixtures for lighting common areas
9. Management/Maintenance Office
10. Round the Clock Security arrangements with CCTV and intercom
11. Main entrance Gate
12. Fire Extinguishers(if any)

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13. 24Hrs water supply
14. Dedicated communication system for telephone(if any)
15. The water pump, the pump room, water reservoir and distribution pipes
16. Durwans Room(if any)
17. Cable connection
18. Landscaped Garden
19. Space for puja etc.
20. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
21. Toilets and bathrooms on the ground floor of the building for use of durwans, drivers, maintenance staff(if any)
22. Walk-ways
23. Decorative entrance
24. The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the building.
25. Earmarked area of Roof demarcated for common use
26. Overhead Water Tank
27. Lifts and their accessories installations and spaces required therefore.

**THE SCHEDULE – E ABOVE REFERRED TO**  
**(DEVOLUTION OF TITLE)**

1. Surabala Dasi was the recorded owner of R.S. Dag No: 3755, R.S. Khatian No: 1044 of Mouza: Purba Barisha, J.L. No: 23, P.S: Thakupukur, P.O: Joka, District South 24-Parganas.
2. By a Deed of Gift bearing no: 98 of 1971 registered in the Office of Sub Registrar, Behala and recorded in the Book: 1, Volume No: 10, Page No: 46-50 said Surabala Dasi gifted her entire share to Prasad Kumar and Mritunjoy Kumar.
3. Thereafter said Prasad Kumar and Mritunjoy Kumar sold 9 Cottah 7 Chittak alongwith 1 Cottah 4 Chittak 06 Square Feet common passage be little more or less to one Mala Sharma through a Deed of Conveyance bearing no: 7840 of 1988 registered in the Office of Sub Registrar, Behala.
4. Said Mala Sharma sold her entire share of 9 Cottah 7 Chittak alongwith 1 Cottah 4 Chittak 06 Square Feet common passage be little more or less to the Owners mentioned herein through a Deed of Conveyance bearing no: 7676 of 2008 registered in the Office of Additional District Sub Registrar, Behala and recorded in the Book: 1, CD Volume No: 20, Page No: 1889 to 1904.
5. Khitindra Nath Mondal and Dharendra Nath Mondal were the recorded owners of R.S. Dag No: 3757, R.S. Khatian No: 109 of Mouza: Purba Barisha, J.L. No: 23, P.S: Thakupukur, P.O: Joka, District South 24-Parganas.
6. While enjoying the property said Khitindra Nath Mondal died intestate leaving behind him, his widow Tarulata Mondal and daughter Pushpalata Nath as his sole surviving heirs. In 1959 Dharendra Nath Mondal, Tarulata Mondal and Pushpalata Nath mutually partitioned the land under R.S. Dag No: 3757, R.S. Khatian No: 109

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Director

of Mouza: Purba Barisha, J.L. No: 23, P.S: Thakurpukur, P.O: Joka, District South 24-Parganas alongwith other land which was registered in the Office of Sub Registrar, Behala being no: 3746 of 1959 and recorded in the Book: 1, Volume No: 69, Page No: 180 to 183. By virtue of the said deed, Tarulata Mondal and Pushpalata Nath became the sole owners of the said land.

7. By a Deed of Conveyance said Tarulata Mondal and Pushpalata Nath sold there entire share to Anjan Kumar and Mantatha Kumar @ Makhan Kumar. While enjoying the property said Mantatha Kumar @ Makhan Kumar died intestate leaving behind him, his widow Laxmimani Kumar, two sons namely Prasad Kumar and Mritunjoy Kumar and two daughters namely Mahamaya Polleya and Mahashakti Makhal.
8. Thereafter said Prasad Kumar, Mritunjoy Kumar, Mahamaya Polleya, Mahashakti Makhal and Laxmimani Kumar sold 9 Cottah 7 Chittak alongwith 1 Cottah 4 Chittak 06 Square Feet common passage be little more or less to one Bijoy Kumar Sharma through a Deed of Conveyance bearing no: 9599 of 1988 registered in the Office of Sub Registrar, Behala.
9. Said Bijoy Kumar Sharma sold her entire share of 9 Cottah 7 Chittak alongwith 1 Cottah 4 Chittak 06 Square Feet common passage be little more or less to the Owners mentioned herein through a Deed of Conveyance bearing no: 7674 of 2008 registered in the Office of Additional District Sub Registrar, Behala and recorded in the Book: 1, CD Volume No: 20, Page No: 1281 to 1297.
10. By virtue of the abovementioned two deeds bearing no: 7674 of 2008 and bearing no: 7676 of 2008, the Owners mentioned herein became the absolute owners of **ALL THAT** the Said Property alongwith other terms and condition, as contained therein and the said land was duly mutated at office of the BL&LRO, Thakurpukur, Maheshtala Block and recorded under R.S. Khatian No: 1044 and 109.
11. Thereafter, Owners mentioned herein, mutated their names in the records of Kolkata Municipal Corporation and the said premises has been numbered as 51/10, Srijani, Kolkata – 700 104.

**THE SCHEDULE - F ABOVE REFERRED TO**  
**(SPECIFICATIONS)**

**Superstructure**

Reinforced Cement Concrete

**Brick work**

AAC block/Brick

**Elevation**

Modern Elevation

**External finish**

Page 42 of 63

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*Sowinbawajw*  
Director

Waterproof paint

**Internal finish**

Wall putty

**Flooring**

Tiles (Vetrified/Rectified/Ceramic)

**Kitchen**

Granite slab with sink

**Toilet**

Quality sanitary ware and cp fittings

**Windows**

Aluminium sliding windows with grill

**Doors**

Flush door

**Electricals**

Conceal wiring with modular switches

**Lift**

6 Passengers elevator

**Power back-up**

Optimum power back-up facility for common areas by Diesel Generator  
Basic power back-up for light, fan and television in apartments

**THE SCHEDULE-G ABOVE REFERRED TO  
(RESERVED RIGHTS)**

**The Promoter will be entitled to following reciprocal easements and other reserved rights as provided hereunder:**

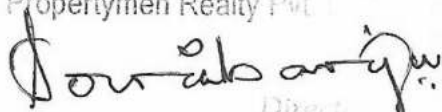
1. The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.
2. The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate and in the best interest of the Allottees in order to serve the entire project.
3. The right of non-exclusive easement for ingress and egress over through across such walkways, pathways, stairways and other rights of way serving the

Page 43 of 63

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Director



- Apartments and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until completion of the Project.
4. Until the sale and transfer of all the Apartments the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Apartments and also the right to place signs in and around the common areas for marketing without inconveniencing the other Apartment Owners.
  5. The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables, channels and other necessary conducting media for the provision of services or supplies for the benefit of any part of the building.
  6. The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access if so required.
  7. The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
  8. The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Purchaser by noise, dust, vibration or otherwise, provided this does not affect the Purchaser's ability to use the demised unit.
  9. The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building **in accordance with sanctioned plan** in such manner as the Promoter may think fit and proper.
  10. The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the building may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the building and its Occupiers.
  11. To the free and uninterrupted access for laying of all water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Apartment.
  12. To erect scaffolding for the purpose of repair, cleaning or painting the Building notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit.
  13. Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
  14. The Promoter shall retain for itself , its successors and assigns including all of the Apartment Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as

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may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until the completion of the Project.

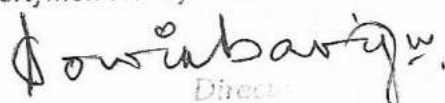
15. The Promoter its successors and assigns are hereby permitted, at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.
16. The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the roof and the identified wall surfaces within the lobby of the buildings.
17. Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartment Owners/Lessees with each other subject however to the other conditions herein.

**THE SCHEDULE -H ABOVE REFERRED TO**  
**(REGULATIONS AND RESTRICTIONS USER RULES)**

**As from the date of possession of the said Apartment the Allottee agrees and covenants -**

1. To co-operate with the other Apartment Owner and the Promoter in the management and maintenance of the said New Building.
2. To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
3. To use the said Apartment for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter.
4. To allow the Promoter with or without workmen to enter into the said Apartment for the purpose of maintenance and repairs but only with 24 hours prior intimation to the Apartment Owner.
5. To pay charges for electricity in relation to the said Apartment Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Promoter for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the building.
6. Not to do anything or prevent the Promoter from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment Unit.
7. To maintain or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the

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- said Apartment Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
8. Not to do or cause anything to be done in or around the said Apartment Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment Unit or adjacent to the said Apartment Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
  9. Not to damage demolish or cause to damage or demolish the said Apartment Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment Units in the building or which may cause damage to any other portion of the building in any manner.
  10. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment Unit which in the opinion of the Promoter differs from the color Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
  11. Not to affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts , without approval of the Promoter.
  12. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to be payable in respect thereof if the building is insured.
  13. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
  14. Not to use the said Apartment Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents of the other portions of the said building or buildings or occupiers of the neighboring premises or.
  15. Similarly shall not to keep in the parking place anything other than allotted motor car of standard size or a two-wheeler and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
  16. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
  17. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter.
  18. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment unit.

Authenticated by me Page 46 of 63  
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19. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate may be put outside the main gate of his Apartment.
22. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Promoter and/or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
23. Not to bring in any contractor or any labour or mason of his own so long as the said building is not handed over by the Promoter to the Association.
24. Watchman, driver, domestic servants or any other person employed by the Apartment Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
25. The Apartment Owner must submit photographs of their domestic helps and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
26. Visitors cars will not be allowed to be parked inside the premises.
27. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
28. Any work men temporarily employed by any Apartment Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment Unit shall be carried out between 8 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association of FMC as the case may be.
29. The Apartment Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
30. All visitors to the respective Apartments will be filtered at the entrance and permitted entry only on proper authorization from the Apartment Owner.
31. Not to install any additional grills the design of which has not been approved by the Architect nor to open out any grilled cage out of the window and other places or to close any open verandahs.
32. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building nor shall anything be projected out of any window of the Building.
33. On payment of the applicable charges to use the Community Hall(if any) for the purpose of private parties, get together and functions in a capacity not exceeding

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Page 47 of 63

*[Handwritten Signature]*  
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