

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on the _____ day of _____ TWO THOUSAND AND _____

BETWEEN

LGW LIMITED (CIN – U26101WB1984PLC037792 and PAN AAACL4670N), a Company within the meaning of the Companies Act 1956, having its registered office at Narayanpur, Kolkata – 7000136, Dist. 24 Parganas (N) under Police Station Airport, hereinafter referred to as the ‘**Owner**’ (which expression shall mean and include its successors-in-interest and assigns) of the **FIRST PART;**

AND

PARADOX ENCLAVE LLP (CIN – U26101WB1984PLC037792 and PAN AAOF1160A), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 204, Acharya Jagdish Chandra Bose Road, Police Station – Beniapukur, Kolkata – 700 017, represented by its designated partner/authorized signatory _____ (Aadhaar No. _____ and having Income Tax PAN _____), son of _____, residing at _____, hereinafter referred to as ‘**Promoter/Developer**’ (which term shall unless repugnant to the context or meaning thereof include its present partners and such other person or persons who may be taken in or admitted as partner(s) in the said partnership firm and their respective heirs executors administrators legal representatives and assigns) of the **SECOND PART;**

AND

_____, hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs successors legal representatives executors administrators and assigns and in case of firm its partners for the time being and their respective heirs successors legal representatives executors administrators and assigns) of the **THIRD PART;**

In this deed, the ‘Owner’ and the ‘Developer’ are collectively referred to as the ‘Vendors’.

WHEREAS:

- A. The Owner is absolutely seised and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** land presently containing an area of approximately 86.5 decimals a little more or less, comprised in RS/LR Dag Nos. 3322(P), 3332(P) and 3344(P) appertaining to L.R. Khatian No.4835 at Mouza Gopalpur, J.L. No. 2 **together with** structures standing thereon, being Municipal Holding No. RGM 5/130 Block I of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), Police Station Airport (formerly Rajarhat), Sub-Registration A. D. S. R. Bidhannagar, Salt Lake, District: North 24 Parganas in the State of West Bengal, hereinafter referred to as the said **LAND** (morefully mentioned and described in the **FIRST SCHEDULE** hereunder written).
- B. The said Land is owned by the Owner by virtue and in pursuance of various documents of title (hereinafter referred to as the **TITLE DOCUMENTS** and morefully mentioned in the **SEVENTH SCHEDULE** hereunder written).
- C. By and under a Development Agreement 18th October 2012, registered with the office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City and recorded in Book No. I, CD Volume No.19, Pages 4309 to 4333, Being No.13568 for the year 2012 (hereinafter referred to as the said **PRINCIPAL DEVELOPMENT AGREEMENT**) made between the Owner herein therein referred to as the ‘Owner’ of the one part and the Developer herein therein referred to as the ‘Developer’ of the other part, the Owner herein appointed and entrusted the Developer herein to develop **ALL THAT** the piece and parcel of demarcated portion of lands containing an area of 86.5 decimals comprised in Dag Nos.3322(P), 3332(P) and 3344(P) appertaining to L.R. Khatian No.4835, in Mouza Gopalpur, J.L. No. 2, of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), Police Station Airport (formerly Rajarhat), District:

North 24 Parganas under the terms and conditions recorded and contained in the said Principal Development Agreement.

- D. By a Supplementary Agreement dated 25th June 2014 (hereinafter referred to as the said **SUPPLEMENTARY DEVELOPMENT AGREEMENT**) made between the Owner herein therein referred to as the 'Owner' of the one part and the Developer herein therein referred to as the 'Developer' of the other part, the Owner herein appointed and entrusted the Developer to undertake development of **ALL THAT** the piece and parcel of demarcated portion of lands comprised in Dag No.3344 containing an area of about 17.4 decimals in Mouza Gopalpur, J.L. No. 2, within the limits of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), Police Station Airport (formerly Rajarhat), District: North 24 Parganas under the terms and conditions recorded and contained in the said Principal Development Agreement and the Supplementary Development Agreement.
- E. Pursuant to the said Principal Development Agreement and Supplementary Development Agreement, the Developer caused to sanction a plan bearing no. 387/14/15_ dated 22/12/15 by Rajarhat Gopalpur Municipality for construction of a building complex comprising of various blocks/ buildings upon the said Land, hereinafter referred to as the said **PROJECT**.
- F. In pursuance of the aforesaid sanction plan, the Developer has commenced construction of the said Project.
- G. In terms of the said Principal Development Agreement and Supplementary Development Agreement, the Developer and the Owner were allotted their respective allocations in the said Project and accordingly the Developer and the Owner have earmarked and demarcated their respective allocations.
- H. In terms of the Agreement (hereinafter referred to as the said "Facilities Sharing Agreement") between the Owner, the Developer and Mainstay Nirman LLP, certain areas, amenities and installations as detailed therein and located and/or installed at the said Project namely 'Unimark Springfield Elite-II' and the adjoining project namely 'Unimark Springfield Elite-I', have been made available for common use of the Transferees of both of the aforesaid projects, irrespective of their location and/ installations and the respective Transferees shall be entitled to use and enjoy such common areas, amenities and installations in common with the Transferees of each other.
- I. By and under an agreement dated _____ (hereinafter referred to as the said **AGREEMENT FOR SALE**) registered with the office of the _____ and recorded in Book No. ____ CD Volume No. ____ pages ____ to ____ being No. ____ for the year _____, the Developer and the Owner had agreed to sell and transfer and the Purchaser had agreed to purchase **ALL THAT** piece and parcel of the Residential Unit/ flat measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft, being Unit No. ____ on _____ floor in the Building/Block No. _____ together with the right to use ____ nos. Open/ Covered/ Multi level Car Parking Space (dependent/independent) on the ____ level of the Building/ Project together with the right to use the common areas/common parts and facilities in common with other allottees (hereinafter referred to as the said **UNIT/APARTMENT** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) at and for the consideration and under the terms mentioned and contained therein and the said Unit is pertaining to the Developer's Allocation.
- J. The Developer has completed construction of the Building at the said Premises in accordance with the said Plan with permissible modifications/additions/variations/alterations thereto and the Bidhannagar Municipal Corporation has issued the Completion Certificate No. _____ dated _____ to such effect.
- K. At or before the execution of this Indenture, the Purchaser has fully satisfied itself and represented the following:-
- i. The Purchaser has caused due diligence and has satisfied itself/himself/herself/themselves with regard to the right, title and entitlement of the Vendors in respect of the Unit and said Land.
 - ii. The Purchaser has satisfied itself/himself/herself/themselves that the said Unit and the Properties the Properties Appurtenant thereto is free from all encumbrances and about the Vendors entitlement to develop the said Project and also to transfer or otherwise deal with various units/constructed spaces therein without any restrictions.
 - iii. The Purchaser has duly inspected and satisfied itself/himself/herself/themselves with regard to the plan sanctioned by the Rajarhat Gopalpur Municipality and all subsequent modifications/additions/variations/alterations thereto.

- iv. The Purchaser has inspected and duly satisfied itself with regard to the area, specification, flooring, fixtures and fittings of the said Unit.
- v. The Purchaser has duly satisfied itself/himself/herself/themselves with regard to the quality of construction, workmanship, specifications and structural stability of the Building/Project and common areas/ common parts and facilities and also various facilities and/or amenities comprised in the Building and/or installed at any portion of the said Project, the said Facilities Sharing Agreement and the terms thereof.
- vi. The Purchaser is fully satisfied about the terms of sale, the amounts paid and incurred by the Purchaser and various covenants contained in the said Agreement of Sale dated _____ as well as this Indenture.
- vii. The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the said Unit and that the Purchaser will not have any right whatsoever over and in respect of the other parts and portions of the Building/Project.

And has agreed not to raise any objections whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH as follows :

I. **THAT** in pursuance of the said Agreement dated _____ and in consideration of a sum of Rs. _____/- (Rupees _____ only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer at or before the execution hereof ((which Developer do hereby and also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and also the said Unit and the Properties Appurtenant thereto hereby intended to be sold and transferred) the Owner and the Developer do hereby sell transfer convey and/or assign **ALL THAT** residential flat measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft, being Unit No. _____ on _____ floor in the Building being Block No. _____ together with the right to use _____ nos. Open/ Covered/ Multi level Car Parking Space (dependent/independent) on the _____ level of the Building/Project together with the right to use the common areas/common parts and facilities in common with other allottees (hereinafter referred to as the said **UNIT/APARTMENT** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the same absolutely and forever, hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever subject to the terms and conditions hereinafter appearing.

II. **AND THE DEVELOPER AND THE OWNER DO HEREBY COVENANT WITH THE PURCHASER** as follows:

- (a) The Developer and the Owner have good right full power and absolute authority to grant convey transfer sell and assign the said Unit and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchaser in the manner as aforesaid.
- (b) The said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all encumbrances made or suffered by the Developer and/or the Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Developer and/ or the Owner.
- (c) The Purchaser shall and may at all times hereafter be entitled to peaceably and quietly hold, enjoy and deal with the said Unit and to recover the actual khas possession of the said Unit(s) from existing lessee/tenant and also to receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Developer and the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.

III. AND THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS as follows:

- (a) The Purchaser and all other person(s) deriving title from and under the Purchaser shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of the common areas/ common parts and facilities as set forth in the Third **Schedule** hereunder written and duly observe the various restrictions as set forth in the Sixth **Schedule** hereunder written.
- (b) The Purchaser shall bear and pay all cost and impositions for stamp duty, registration charges, GST and other applicable levies and impositions for and in respect of the transfer of the said Unit under these presents.
- (c) The Purchaser doth hereby acknowledge that due to partial completion of the Project certain common areas/ common parts and facilities are remaining to be completed and the Developer shall be in a position to complete the same while completion of the remaining phase/blocks/ buildings in the Project. The Purchaser shall not lodge any claim or dispute against the Developer in this regard.
- (d) The Purchaser doth hereby acknowledge that the allottees/owners/occupiers of the units/apartments in any one phase would be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners/occupiers/alottees of the units/apartments located in all the phases.
- (e) The Purchaser shall be liable to pay the Common Expenses attributable to the said Unit as set forth in the Fifth **Schedule** hereunder written and demanded by the Developer/ Association/ Facility Manager.
- (f) The Purchaser doth hereby acknowledge that the possession of the said Unit has been delivered by the Vendors to the Purchaser.
- (g) The Purchaser doth hereby acknowledge and confirm that the Vendor shall be entitled to expand the Project vertically or horizontally by amalgamating any adjoining and/ or neighboring plots and the transferees/occupiers of the buildings/blocks at such amalgamated plots shall be entitled to use and enjoy the common areas/ common parts and facilities in common with the transferees/occupiers of the buildings/blocks in which the Unit intended to be purchased by the Purchaser is situated.
- (h) The Purchaser doth hereby further acknowledge and confirm that the Vendors shall be further entitled to develop the adjoining and/ or neighboring plots separately and the transferees/occupiers of such adjoining or neighboring projects shall be entitled to use and enjoy the common areas/ common parts and facilities of the said Project in common with the transferees/occupiers of the buildings/blocks in which in which the Unit intended to be purchased by the Purchaser is situated.
- (i) The Purchaser shall not be entitled to any claim upon the reserved areas and facilities as set forth in the Fourth Schedule hereunder written unless right to use and enjoy the same is expressly granted to the Purchaser in terms of these presents.
- (j) The Purchaser shall not raise any obstruction/dispute upon the Developer to make any constructions/raising additional stories in any of the Buildings at the Project and/ or causing any modification/ alteration/ variation in the Plan as permissible under the prevailing building rules.

IV. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- (a) The undivided proportionate impartible variable share attributable to the said Unit shall always remain impartible.
- (b) The right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant thereto.
- (c) The Project shall always and forever be known by the name of “**UNIMARK SPRINGFIELD ELITE-II**” or by such other name as may be determined by the Developer.
- (d) The Promoter shall be at liberty to cause formation of an apex body/association/syndicate for the said Project and adjoining project namely ‘Unimark Springfield Elite-I’ for the purpose to maintain and/ hold the shared common elements between the aforesaid two projects in terms of the said Facilities Sharing Agreement.
- (e) The Purchaser hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas and Amenities as well as regular and timely payment of the Common Expenses are “must” and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the Project including the New Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the other owners and/or occupiers of the Project including the New Building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Developer/Association/ Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to disconnect the supply of power back up, (iii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with the interest and the Purchaser hereby further waives the right for service of notice in the event of any default in non- payment of such common expenses.
- (f) The Purchaser doth hereby further acknowledge that the Developer/Association/ Facility Manager shall be entitled to derive and charge the maintenance charges/common expenses taking into account the area of sold units i.e. the units for which possession has been delivered to the transferees and the Owner and/ or the Developer shall not be liable to pay or contribute the Common Expenses for any unsold units.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID LAND/PROJECT)

ALL THAT land presently containing an area of approximately 86.5 decimals a little more or less, comprised in RS/LR Dag Nos. 3322(P), 3332(P) and 3344(P) appertaining to L.R. Khatian No.4835 at Mouza Gopalpur, J.L. No. 2 **together with** structures standing thereon, being Municipal Holding No. RGM 5/130 Block I of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), Police Station Airport (formerly Rajarhat), Sub-Registration A. D. S. R. Bidhannagar, Salt Lake, District: North 24 Parganas in the State of West Bengal, as per Plan annexed hereto and marked as **Annexure ‘A’** and butted and bounded as follows:

- On the North :** By Dag Nos. 3322(P), 3331 and 3332(P);
- On the East:** By Main Rajarhat Road;
- On the South:** By Dag No. 3345; and
- On the West:** By Dag Nos. 3322(P), 3521(P) and 3344(P).

THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNIT/APARTMENT)

ALL THAT the residential flat containing a carpet area of _____ square feet together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft on the _____th floor in the Building/Block No. _____ together with the right to use ___ nos. Open/Covered/Multi-level Car Parking Space (dependent/independent) on the _____ level of the Building/ Project demarcated in the plan/map annexed hereto and marked as **Annexure 'B'** together with the right to use the common areas/common parts and facilities in common with other allottees.

THE THIRD SCHEDULE ABOVE REFERRED TO:

The Common Portions are at 3 (three) levels, which may be:

LEVEL1: The Common Portions at Level 1 includes the following (if provided at the discretion of the Promoter):

- 1.1.1 Sewerage treatment Plant/Water Treatment Plant (if any)
- 1.1.2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
- 1.1.3 Electrical Transformers, electric wiring meters and panels.
- 1.1.4 Roads, installations, and security arrangements not exclusive to any segment.
- 1.1.5 Drains and sewers from the premises to the Municipal Drains.
- 1.1.6 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.7 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.8 Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.9 Transformer electrical wiring meters and electrical panels
- 1.1.10 Management / Maintenance office if any
- 1.1.11 Security arrangements with CCTV
- 1.1.12 Main entrance Gate
- 1.1.13 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.14 Water supply system
- 1.1.15 Rain water harvesting system.
- 1.1.16 Communication system for Intercom
- 1.1.17 Water pump, the pump room, water reservoir, tube-well (if any), and distribution pipes
- 1.1.18 Cable connection
- 1.1.19 Fittings & Fixtures for common area lighting
- 1.1.20 Garden and lawn, water bodies and fountains if any
- 1.1.21 Any other facility or amenity provided by the Promoter.

LEVEL-2: Those which are to remain common to the Apartments in any particular Building/Block in this Project. These include the following:

- 1.2.1 Entrance with ground floor lobby only.
- 1.2.2 Lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.2.3 Elevators
- 1.2.4 Earmarked area of roof of respective tower demarcated for common use
- 1.2.5 Overhead Water Tank.
- 1.2.6 Lifts and their accessories installations and spaces required therefore.
- 1.2.7 Toilet and shower room on the Ground Floor in some blocks (if any).

LEVEL-3: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the blocks/ phases/ segments of the Project and those that are inside the Project including its boundary walls and/or fences, water body etc. shall be deemed to be common portion only of the entire Project and common to its Apartment Owners and users. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.
2. The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, or 1.2, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(RESERVED AREAS AND FACILITIES)

1. Open car parking areas, multilevel car parking area (if any) and covered car parking areas (dependent/independent);
2. Right of use of any specified area in ground floor or other floor;
3. Exclusive right of use of garden / space on ground floor, other floor or roof;
4. Demarcated area of terrace appurtenant to a particular Apartment;
5. Open terraces on any floors of the Building (if any);
6. Storage and/ or utility areas (if any);
7. Basement areas not meant for common use;
8. Any community or commercial facility not meant for common use;
9. Any other areas/ facilities demarcated as reserved by the Promoter.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project 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 Association) 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 Developer may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all land revenue/khazana for the land of the Project and the 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 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 Developer/Association 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/ Association it is reasonable to provide.
21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the Project.
22. Any other expense for common Purpose.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(PURCHASER'S COVENANTS)

1. To co-operate with the other Apartment/Unit owners/allottees and the Developer in the management and maintenance of the Building/Project.
2. To observe the rules framed from time to time by the Developers and upon the formation of the Association by such Association. The covenants agreed herein to the Developer shall mean and include towards Association also, as and when applicable.
3. To use the said Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Developer/Association.
4. To allow the Developer with or without workmen to enter into the said Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing.
5. To pay charges for electricity in relation to the said Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Developer de for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Purchaser shall not be entitled to use any of the facilities and utilities of the building.
6. Not to do anything or prevent the Developer 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 Purchaser's enjoyment of the said Unit.
7. To maintain or remain responsible for the structural stability of the said Unit 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 said 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 Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said 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 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 Unit which in the opinion of the Developer differs from the color Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.
11. Not 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 Developer/ Association.
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 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/Project.
14. Not to use the said 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/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
15. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutchra 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 Developer/Association.
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.
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 Developer before the formation of the Association. The Developer shall cause an Adhoc Committee of the Apartment/Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment/Unit Owner who may be nominated and/or selected by the Developer. 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 block save a letter-box at the place in the ground floor as be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his Apartment/Unit.
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 Developer 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 phase is not handed over by the Developer 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 or any common areas
25. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Association a copy of which will also be forwarded to the local Police Station. The Association will issue identity cards to the staff and visitors who will carry the same for identification.
26. Visitor's cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
27. The Association 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/Unit Owner will be issued a temporary identity pass by the Association for easy identification. All fit-out work inside the Apartment/ Unit shall be carried out between 10 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 Developer or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Developer or the Association of FMC as the case may be.
29. The Apartment/Unit Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
30. Smoking Zones may be provided within the project where only smoking will be permitted and smoking will be prohibited at all other places.
31. All visitors to the respective Apartment/Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment/Unit Owner.
32. 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 nor to close any open verandahs.
33. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Building without similar approval.
34. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
35. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
36. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment/Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose provided however such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
37. To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other Owners and/or occupiers.
38. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Purchaser and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
39. To remain fully responsible for any pets which may be kept by the Apartment/Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned allottee/occupier shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned allottee/occupier shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge
40. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
41. To carry out proper pest control treatment in the said Apartment/ Unit at the cost of the Purchaser.

42. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
43. Not to have nor create any place of worship in any common part or portion of the building or the Project. However, the allottees/occupiers will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the allottees under no circumstances shall be permitted to organize such activities at any other place within the Project.
44. It shall be the responsibility of the Purchaser to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Purchaser washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Purchaser to clean up the entire space.
45. Not to use the Apartment/Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
46. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment/Unit nor to permit or suffered to be done into or upon the Apartment/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
47. Not to arrange any public function in any part of the property, except with the permission of the Developer/ Association as the case may be.
48. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
49. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
50. The Purchaser shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Developer to any other person and/or persons as the Developer in their absolute discretion may deem fit and proper.
51. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or project including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said Project. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Eid, Bakra Eid etc shall not be done or permitted within the said Project and the Apartment/Unit Owners shall strictly abide by maintaining such rule/restriction. The Apartment/Unit Owners of all caste, creed and religion shall be bound by this..
52. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
53. Not to install any air conditioner, except in the approved places.
54. Not allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association might have selected or engaged. The Developer may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Project and for this purpose enter into contract with any eligible Service Provider and such contracts by the Developer with the Service Provider shall be honored for the term of the Agreements/contract.
55. Pay such further deposits as required by the Developer/FMC/Association time to time.
56. Only drills (and not manual hammers) can be used to drive nails into the walls of the Apartment/Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Developer or the FMC or the Association as the case may be.
57. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
58. The lobby should be kept clean at all times.
59. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Project.

60. No tenant will be allowed to occupy any Apartment/Unit unless such tenant is introduced to the Developer or the Association or the FMC as the case may be so that he may be recognized as a bona fide occupant of the Apartment/Unit for security purposes.
61. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
62. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
63. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment/Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Developer or the Association.
64. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
65. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any.
66. Car Parking stickers should be obtained from the Developer or the Association to track authorized vehicles.
67. The Developer or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
68. The Developer or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Purchaser's fit-out and Maintenance process so as to ensure that :
 - (i) The fit-out works are carried out in accordance with the approved plans;
 - (ii) The fit-out works are in compliance with the guidelines as framed by the Developer/ Association.
 - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water, light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment/Unit, shall be undertaken at the expense of the Purchaser.
 - (iv) The Purchaser shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such allottee/occupier in respect of the common areas and facilities.
 - (v) All Apartment/Units, except those specifically meant for non-residential purpose shall be used for residential purpose only.
69. The Developer will hand over the Fit-Out Rules at the time of handing over possession. Every allottee/occupier shall, undertake and complete all maintenance and repair work within his own Apartment/Unit, which if delayed, is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Developer/Association.
70. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment/Unit and further the Owner or occupier of any Apartment/Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted, any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
71. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
72. No Apartment/Unit Owner / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Apartment/Unit if the same shall disturb or annoy other occupants of the building..

73. Each Owner shall keep such Apartment/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
74. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer.
75. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer and no puncturing of window/wall to install AC Units will be permitted. The Apartment/Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System, which the Purchaser shall have to strictly follow while installing their AC Units.
76. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Building without similar approval.
77. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner/Lessee in whose Apartment/Unit it shall have been caused.
78. No radio or television aerial, electrical and telephone installation, machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.
79. If any electrical points are installed on shear wall/RCC Wall of the Apartment/Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
80. Garbage from the Apartment/Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Association of the Project may direct or throw into dustbins provided for the purpose within the common service area.
81. No vehicle belonging to an owner/occupier of Apartment/Unit or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Building/Project by another vehicle.
82. The Apartment/Unit Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment/Unit Owner shall be entitled to avail of the cable connection facilities provided to all.
83. After the Purchase the Apartment/Unit Owner shall get his Apartment/Unit mutated. In case of default by the Apartment/Unit Owner/Lessee, the Developer will be entitled to get the said Apartment/Unit mutated and apportioned in the name of the Apartment/Unit Owner subject to the Apartment/Unit Owner's bearing and paying all costs, charges and expenses including professional fees.
84. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
85. Ensure that the domestic help/service providers visiting the said Apartment/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
86. Use the spittoons / dustbins located at various places in the Project.
87. Not install any collapsible gate outside the main door / entrance of the said Apartment/Unit.
88. Not to sub-divide the said Apartment/Unit and the Common Areas, under any circumstances.
89. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment/Unit, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
90. 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/Unit/said Building

save at the place or places provided therefor provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the said Apartment/Unit.

91. Not to install or keep or run any generator in the Said Apartment/Unit.
92. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Purchaser or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
93. Not to overload the passenger lifts and move goods only through goods lift or the staircase of the Building.
94. Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment/Unit.
95. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles in Walls of Balcony shall not be allowed.
96. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the Project. The Purchaser shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Project by affixing posters, hanging festoons or doing any other act.
97. To ensure that the Purchaser complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, fire laws, environmental laws as are applicable for the use of the said Unit.
98. The Purchaser shall not make the Developer responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developer shall however make all reasonable efforts to set right the same as soon as possible;
99. To pay to the Developer all costs, charges and expenses including costs and fees which may be incurred by the Developer in connection with or for common purpose or incidental to any services of the said Project.
100. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Purchaser.
101. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
102. Not to sub divide or partition the said Unit in any manner whatsoever.
103. House rules may be added to, amended or repealed at any time by the Developer and after formation by the Association.
104. Not to do anything or prevent the Developer from making further or additional constructions on any day notwithstanding any temporary disturbance in the Purchaser's enjoyment of the said Unit.
105. Not to raise any objection in the Developer's installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings without affecting the roof top over the Purchaser's Unit and the considerations for these rights will be received by the Developer.

THE SEVENH SCHEDULE ABOVE REFERRED TO:
(TITLE DOCUMENTS)

1. Indenture of Conveyance dated the 22nd day of October, 2001 made between one Sk. Safiuddin therein referred to as the Vendor of the One Part and one L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.398 Pages 262 to 280 Being No.07486 for the year 2001.
2. Indenture of Conveyance dated the 20th day of March, 2002 made between one Mst.Sokarjan Bibi, Abdul Siddique Mondal, Abdul Rahid Mondal, Mst. Mafuja Bibi, Mst. Maskura Bibi and Mst. Ramija Bibi therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the

Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.392 Pages 173 to 192 Being No.07078 for the year 2002.

- 3. Indenture of Conveyance dated the 22nd day of October, 2001 made between one Abul Khayer therein referred to as the Vendor of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.406 Pages 190 to 215 Being No.07628 for the year 2001.

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals the day, month and year first above written.

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

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

EXECUTED AND DELIVERED by the abovenamed **PURCHASER** at **Kolkata** in the presence of:

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. _____/- (Rupees _____ only) being the consideration amount as per details below:

MEMO OF CONSIDERATION

<u>Cheque/PO/DD/NEFT/RTGS</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
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Witnesses:

Signature of the Developer