

DEED OF CONVEYANCE (Format)

THIS INDENTURE is made at Kolkata on this ____ day of _____ **Two Thousand**
_____**(20__)**

BETWEEN

_____**PRIVATE LIMITED** (PAN No. _____), (C.I.N. No. _____), a
Company incorporated under the Companies Act, 1956, having its registered office at
_____, being represented by its Authorized Signatory Sri _____
(P.A.N. No. _____), son of Sri _____ residing at
_____ authorized vide Board Resolution dated _____,
hereinafter referred to as the "Vendor /Promoter" (which expression shall unless repugnant to
the context or meaning thereof be deemed to mean and include its successor-in-interest, and
permitted assigns) of the **ONE PART**

AND

[If the Purchaser is a company]

.....(CIN no) a company incorporated under the
provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having
its registered office at(PAN), represented by its
authorized signatory, (Aadhar no.) duly authorized vide board resolution dated
....., hereinafter referred to as the "Allottee/Transferee" (which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and include its
successor-in-interest, and permitted assigns).

[If the Purchaser is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (Aadhar no.) duly authorized vide hereinafter referred to as the “Allottee/Transferee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr./Ms.(Aadhar no.) son / daughter of....., aged about residing at....., (PAN.....) hereinafter called the “Allottee/Transferee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr., (Aadhar no.) son ofaged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at(PAN), hereinafter referred to as the “Allottee/Transferee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

The Vendor/Vendor and Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS

1. The Vendor is engaged in real estate business relating to purchase of land, development of land, construction of buildings, houses and other infrastructural facilities.
2. By virtue of 13(thirteen) several Deeds of Conveyance/Exchange, the detailed particulars whereof are stated in **Part-I** of the **First Schedule** hereunder written, the Vendor herein became seized and possessed of or otherwise well and sufficiently entitled as the absolute owner in respect of Sali/patit land/danga/bagan/pukur/pukurpar/doba land in aggregate measuring 22.87 Acres be the same a little more or less and the same shown and delineated in **Yellow Borders** in the map or plan **marked "X"** annexed hereto and also more fully described in **Part-II** of the **First Schedule** hereunder written (hereinafter referred to as the **"said Larger Property"**).
3. In terms of the arrangement with Maheshtala Municipality for construction of the "Centre for Science, Sports and Cultural Activities" the Vendor has agreed to transfer in its favour, out of the land comprised in the "said Larger Property", **All That** the land admeasuring 1(one) Acre including a portion of internal passage in favour of Maheshtala Municipality, particulars whereof are set out in the **Second Schedule** hereunder written and the same also shown and delineated in **Blue Borders** in the map or plan **marked "X"** annexed hereto, reserving easementary right of use for ingress and egress of the owners/occupiers/residents and visitors of the proposed Residential Complex of the Vendor herein in common with the Maheshtala Municipality and the visitors of Centre for Science, Sports and Cultural Activities to use the internal passage i.e. 20 feet wide passage leading from Budge Budge Trunk Road towards the main gate of the residential complex (Gate No.2) as shown and delineated in **Green hatched line** in the map or plan **marked "X"** annexed hereto and the parcel of land admeasuring 24 Decimals as shown and delineated in **Red Borders** in the map or plan **marked "X"** annexed hereto to be retained by the Vendor.

4. In terms of further arrangement between the Vendor and Maheshtala Municipality, the Vendor has agreed to provide to Maheshtala Municipality and the visitors of Centre for Science, Sports and Cultural Activities in common with the owners/occupiers/residents and visitors of the Residential Complex the right to use for ingress and egress the internal passage on the land measuring about 61 Decimals and the same owned by the Vendor leading from Budge Budge Trunk Road to the main gate (Gate No.2) of the Residential Complex, as shown and delineated in **Red hatched line** in the map or plan **marked "X"** annexed hereto (hereinafter referred to as the **"Internal Passage"**).
5. The electric, telephone, water and sewerage line and other easementary rights underneath the said "Internal Passage" may be used by the residents of the Residential Complex in common use with Maheshtala Municipality.
6. Taking into account the proposed transfer of land in favour of Maheshtala Municipality and retaining of a parcel of land and a portion of the "Internal Passage" as recited hereinabove, the Vendor is seized and possessed of or otherwise well and sufficiently entitled to **All That** the piece and parcel of Sali/patit land/danga/bagan/pukur/ pukur par/doba land in aggregate measuring 21.02 Acres be the same a little more or less and the same more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as **"the said Property"**) and the same also shown and delineated in **Orange Borders** on the plan **marked "X"** annexed hereto, subject to the right to use the passage by Maheshtala Municipality, visitors of "Centre for Science, Sports and Cultural Activities" in common with the owners/ occupiers/residents and visitors of Residential Complex as mentioned in Recitals above.
7. The Vendor/Promoter has been paying land revenue in respect of the said Land to the Government of West Bengal and the Vendor/Promoter has mutated and converted its name in the records of the Block Land and Land Reforms Department and the concerned Block Land & Land Record Office of Thakurpukur Matiabruz

- Block, in respect of the said Land as the Owner thereof and has been paying municipal taxes in respect thereof to the Maheshtala Municipality;
8. The Vendor/Promoter had submitted to the Maheshtala Municipality a plan for construction of residential buildings on the said Land and has deposited necessary sanction fees and other fees payable to Maheshtala Municipality and the Maheshtala Municipality has duly sanctioned the building plan bearing No. IIB/MM/2/158/07/SP/BP dated 30.03.2007 and subsequently revised and renewed on 3rd November, 2007, 10th December, 2009, 4th October, 2012, 29th April, 2015 and 14th September, 2018 and the Vendor/Promoter named the project as "Edencity Maheshtala Phase-I , Edencity Maheshtala Phase-II and proposed Edencity Maheshtala Phase-III";
 9. In pursuance of the aforesaid and in the course of development of the Edencity Maheshtala Phase II, the Vendor/Promoter has constructed thereon 02 multistoried apartments buildings, comprising of Ground plus Fifteen upper floors (G+15) (hereinafter referred to as the "said Tower") in accordance with the above recited building plan, designs and specifications sanctioned by Maheshtala Municipality and plan of which has been perused and agreed to by the Purchaser and thereafter the Vendor/Promoter has constructed the 02 multistoried apartments buildings and infrastructural facilities in accordance with sanctioned plan;
 10. The Purchaser has booked for transfer of **Apartment/Flat/Flat No. _____ on the _____ floor**, of the said Building admeasuring _____ **sq. ft. (Carpet Area)** (hereinafter referred to as **Apartment/Flat**) together with the right to use _____ Parking Space for Car from the Vendor/Promoter at a total consideration of **Rs. _____**, and has paid a sum of Rs. _____ towards application amount on the booking of the Apartment/Flat and accepted and agreed to the Terms and Conditions issued by the Vendor/Promoter with the Application form and Allotment letter dated _____.
 11. The Allottee/Transferee, himself and /or through his advocate, has inspected the relevant documents and is fully satisfied with the title/ rights of the

- Vendor/Promoter to the said Land, sanctioned plans, the powers and authorities of the Vendor/Promoter to transfer the apartments in the said Land constructed thereon, the plans and specification of the construction, common areas, facilities and amenities to be provided with the apartment/flat booked by the Allottee/Transferee;
12. The Vendor/Promoter has represented that it has completed construction of the said Building/Tower on the said Land in accordance with the building plan sanctioned by _____ and has obtained Occupancy Certificate dated _____, from _____ in respect thereof.
 13. The Vendor/Promoter has represented to the Purchaser that the **Apartment/Flat No.** _____ allotted to Purchaser and one **car parking**, is complete in all respects; and the Purchaser has inspected and confirmed the same.
 14. Pursuant to the "Call/Notice for Possession" dated _____ issued by the Vendor/Promoter to the Allottee/Transferee, the Purchaser has paid all dues to the Vendor/Promoter and has requested the Vendor/Promoter to execute and register this Indenture in favour of the Purchaser and to deliver vacant and peaceful possession of the aforesaid **Apartment/Flat No.** _____ in the said Building and the right to use _____ Parking Space for Car.

NOW THIS INDENTURE WITNESSETH:-

I. A) That in the premise aforesaid and in consideration of the sum **Rs.** _____ for **Apartment/Flat No.** _____ along with the right to use _____ Parking Space for Car paid by the Purchaser to the Vendor/Promoter by way of consideration money on or before the execution of these presents [the receipt whereof the Vendor/Promoter doth hereby as well as by the Receipt and **Memo** hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit, release and discharge the Purchaser and the said **Apartment/Flat No.** _____ admeasuring

_____ sq. ft. (Carpet Area) situated on the _____ floor and the right to use _____ Parking Space for Car admeasuring _____ sq. ft., the Vendor/Promoter doth hereby grant, transfer, assign and assure and confirm to and unto the Purchaser all that the **Apartment/Flat No. _____ admeasuring _____ sq. ft. (Carpet Area) on the _____ Floor**, (“the said **Apartment/Flat**”) **morefully described in Part I of the Forth Schedule** in the building together with the right to use _____ Parking Space for Car admeasuring _____ sq. ft on the ground floor more fully described in **Part II of the Forth Schedule** hereunder written together with undivided proportionate share or interest in the land underneath the said Tower together with undivided proportionate share or interest in the common areas, facilities and amenities of the said Tower morefully described in **Part-I of the Fifth Schedule** hereunder written together with the common areas, facilities and amenities of the entire Residential Complex morefully described in **Part-II of the Fifth Schedule** hereunder written, subject to the right of Maheshtala Municipality and the visitors of Centre for Science, Sports and Cultural Activities to use the internal passage leading from Budge Budge Trunk Road up to the main gate (Gate No. 2) of Residential Complex as shown and delineated in **Red Hatched Line** on the plan hereto annexed and marked as **Annexure “X” (“Plan)** for ingress and egress in common with the owners/ occupiers/ residents of Residential Complex AND ALSO the rights of use of the passage shown and delineated in **Green Hatched Line** on the plan **marked “X”** annexed hereto in common with Maheshtala Municipality and visitors of Centre for Science, Sports and Culture Activities AND the common use of amenities such as electric, telephone, water, sewerage line underneath the common passage with the Maheshtala Municipality AND the right of use in common with the residents of the Residential Complex the common utilities, amenities and facilities as specified in the **Sixth Schedule** hereunder written for the beneficial use and enjoyment of the said Apartment Together With all easement or quasi-easement and other stipulations and/or provisions mentioned in the **Seventh Schedule** hereunder written for the beneficial use and enjoyment of the said Apartment, subject to the various terms, conditions and provisions contained herein but otherwise free from all encumbrances, charges, liens, lispensens, trust, execution and attachment/ acquisition/requisition proceedings and all other liabilities whatsoever (the said **Apartment No.**

_____, on the **Floor of Tower No.** along with right to use Parking Space for Car and all other rights and properties hereby sold and transferred and/or expressed or intended to be sold and transferred are hereinafter collectively referred to as the **“said Premises”**) **AND** the reversion or reversions and remainder or remainders **AND** the rent, issues and profits thereof **AND** all the estate, right, title, claim, interest and demand whatsoever both at law and in equity of the Vendor in the said Premises or any part or parcel thereof **TO HAVE AND TO HOLD** the **“said Premises”** hereby sold, transferred and conveyed unto and in favour of the Purchaser abovenamed, absolutely and forever **AND SUBJECT TO** the Purchaser observing, performing and complying with the various terms, conditions, covenants and the stipulations mentioned in the **Eighth Schedule** hereunder written **AND ALSO SUBJECT TO** the Purchaser paying and discharging all the rates, taxes, impositions and outgoings on account and in respect of the **“said Premises”** wholly and all the common expenses proportionately as are mentioned in the **Ninth Schedule** hereunder written **AND ALSO** paying all rents, taxes, assessment, rates, dues and duties now payable or which may hereafter become payable in respect of the **“said Premises”** wholly and the said Residential Complex proportionately **AND SUBJECT** to the condition that the said Apartment will be used only for residential purpose and no other purpose **AND ALSO SUBJECT** to the Vendor’s right to commence, continue and complete construction of remaining towers and buildings as also the infrastructure and other facilities for the Entire Residential Complex;

II. THE VENDOR/PROMOTER HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS:-

- (a) That notwithstanding any act, deed or thing by the Vendor/Promoter executed or knowingly suffered to the contrary, that the interest which the Vendor/Promoter doth hereby profess to transfer and that the Vendor/Promoter has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Allottee/Purchaser the said Premises and all other rights attached thereto. .
- (b) That It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said Premises and/or every part thereof and

- to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor/Promoter or any person or persons claiming through, under or in trust for the Vendor/Promoter.
- (c) The said Premises and all other properties and rights hereby transferred are freed from all encumbrances, attachments, liens, lispensens whatsoever and freely, clearly released and discharged or otherwise by the Vendor/Promoter and well and sufficiently saved kept harmless and indemnified from and against all claims, demands charge and encumbrances whatsoever and have made or suffered by the Vendor/Promoter and/or any person or persons lawfully and equitably claiming, as aforesaid.
- (d) The Vendor/Promoter shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further better or more perfectly and absolutely assuring the said Premises together with the rights hereby granted unto the Purchaser and in the manner aforesaid.
- (e) The Vendor hereby agrees and undertakes that till completion of construction of all the towers and infrastructural facilities of the entire Residential Complex and handover of all the apartments to the respective Purchaser, the Vendor either by itself or through its nominated Maintenance Company will maintain the common areas, facilities and amenities except club and community halls from _____ irrespective of actual date whether the Purchaser has taken physical possession of the "said Premises", subject to the payment of proportionate amount of the maintenance charges and electricity charges of the common areas of the Tower and the Residential Complex except Club and Community Halls made or to be made by the Purchaser pertaining to the said Premises and common areas, facilities and amenities at such rate or rates as may be prescribed by the Vendor or its nominated Maintenance Company from time to time. The maintenance charges (excluding

electricity charges for common areas of the Tower and Residential Complex) for the first two years shall be paid by the Purchaser in advance to the Vendor /Maintenance Company as the case may be and electricity charges for common areas of the Tower and Residential Complex except Club and Community Halls shall be paid by the Purchaser separately to the Vendor /Maintenance Company as and when demanded. In subsequent years the monthly maintenance charges and electricity charges for common areas of the Tower and Residential Complex except Club and Community Halls will be payable within Seven days of raising of bill(s) by the Vendor/Maintenance Company;

- (f) The Vendor/Promoter hereby agrees and undertakes that on handover of all the apartments to the respective Allottee/Transferee, an association shall be constituted and/or formed by the Vendor/Promoter for the purposes of *inter alia* maintenance of the common areas, facilities and amenities of the towers and the Residential Complex.
- (g) The Association formed shall either be a Society or a Private Limited Company or an Organization in any other form (herein referred to as “**Association**”) and such Association can be in common/joint with that of other phases of the entire project and all the Purchaser of Apartment/Flat in the said Building has compulsorily to be the member of such association.
- (h) The Vendor/Promoter shall frame rules, regulations, mandates, laws and bye laws devised and promulgated in respect of the common interest of the Apartment/Flat owners relating to the maintenance of the common areas, facilities and amenities of the said Building and services relating thereto which shall be binding on all the Purchaser of apartment(s) in the residential Complex.
- (i) The Vendor/Promoter, upon formation of the Board /Committee or Governing Body of the Association as the case may be, shall handover the original title deeds, plans and other documents in relation to the said Property and the Association shall keep the same safe, un-obliterated and un-cancelled and at all-time upon reasonable request and at the cost of the Apartment/Flat owner produce or caused to be

produced to the such owner or its advocate or before any court or authority for inspection or otherwise as occasion shall require in connection with the said Premises and shall also serve at like request and cost of the apartment owner attested or other copies of extract from the same whenever required.

- (j) The Association will have all powers and authorities, rights and obligation to represent as the final and absolute authority for management of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto in the common interest of the Apartment/Flat owners.
- (k) The duties and responsibilities of the Association will be to facilitate administration, management, upkeep, maintenance, up gradation and improvement of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto.
- (l) Till completion of construction of all the towers and infrastructural facilities of the entire Residential Complex and hand over of all the apartments to the respective purchasers, the club and community halls shall be administered, maintained and managed by the Vendor or its nominees;
- (m) The Vendor had delivered vacant, peaceful, satisfactory and acceptable possession of the "said Premises" to the Purchaser, vide possession letter dated _____ which the Purchaser hereby admits, acknowledges and confirms

III. THE PURCHASER HEREBY COVENANTS AND AGREES WITH THE VENDOR/PROMOTER

as follows:-

- a. The Purchaser shall have limited and conditional right of use of the common areas and facilities attached to the other Towers of the Residential Complex but shall have proportionate undivided right in respect of the common areas, facilities and amenities of the said Tower and also the common areas, utilities, facilities and amenities of the entire Residential Complex as specified in **Parts I and II** of the Fifth Schedule hereunder written;

- b. The Purchaser for himself/herself/itself and his/her/their executors, administrators and assigns doth hereby covenant with the Vendor and/or other co-owners of the other apartments in the said Residential Complex that (i) the Purchaser shall observe, perform, comply with and fulfill the terms, conditions, covenants, stipulations and obligations required to be observed, performed and complied with by the Purchaser as mentioned in the **Eighth Schedule** hereunder written (ii) the Purchaser shall abide by the bye-laws/ rules/ regulations as may be applicable to the said Tower/ Residential Complex from time to time AND ALSO proportionately pay the common expenses and all taxes, duties, maintenance charges, electricity charges for common areas of the Tower and Residential Complex except Club and Community Halls AND further pay all outgoings in respect of the said Premises wholly and in respect of the common areas and portions of entire residential complex proportionately and such payment shall be made by the Purchaser within Seven days of raising of bill(s) by the Vendor/Maintenance Company. (iii) the Purchaser shall use the said Apartment for residential purpose only and for no other purpose and (iv) the Purchaser shall not do any work which would jeopardise the soundness or safety of the "said Premises" and/or Residential Complex, reduce the value thereof or impair any easement nor make any structural addition or alteration of any nature at or upon the said Apartment or portion thereof without prior written approval of the Vendor/ Maintenance Company/Association;
- c. The Purchaser shall not interfere with or obstruct or cause any sort of obstruction on the construction of the remaining Towers including Towers of proposed Edencity Maheshtala Phase III , parking spaces and roads, passages and other infrastructural facilities within the Residential Complex;
- d. . Till completion of the project the Purchaser shall not in any manner interfere with or obstruct or cause any sort of obstruction on usage of the passages by the Vendor, its labour, representatives / contactors with or without vehicles for transportation of raw material to the construction site for completion of the remaining Towers

- including Towers of proposed Edencity Maheshtala Phase III which are under construction or will be constructed later on;
- e. The Purchaser shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the Vendor and/or the Purchaser of other apartments and/or premises in the Residential Complex is prejudiced and affected in any manner whatsoever;
 - f. The Purchaser hereby agrees and undertakes to the Vendor/Promoter that the Purchaser shall bear and pay proportionately all common expenses payable by the Purchaser as may be determined and fixed by the Vendor/Promoter or the Maintenance Company or the Association, as the case may be.
 - g. Vendor/Promoter shall bear all municipal taxes, rates, levies, surcharges and out goings of or on the said premises and appurtenances relating from the date of possession or registration of the Indenture in favour of the Purchaser whichever is earlier. Deemed date of possession shall mean _____ days after issuance of "notice of possession / call for possession" for taking over of possession of his / her / its apartment in person or through agent or attorney irrespective of actual possession of the apartment has been taken or not.
 - h. The Purchaser hereby agrees and undertakes to the Vendor that the Purchaser shall not sell, transfer or otherwise dispose of the "said Premises" or any part thereof, unless the Purchaser herein has duly paid the common area maintenance charges, municipal property taxes and other outgoings on account and in respect of the "said Premises" for the period upto the date of the proposed sale and/or transfer and has also obtained consent in writing of the Vendor abovenamed prior to such proposed sale and/or transfer.
 - i. So long as each Apartment/Flat is not separately assessed for municipal taxes, rates, levies, surcharges and out goings, the Purchaser shall pay his/her/its proportionate

- taxes, rates, levies, surcharges and outgoings as determined by the Vendor/Promoter.
- j. The Purchaser shall not make any claim for damage against the Vendor on any account whatsoever, including the facts mentioned below –
- (i) The Purchaser is not being allowed any parking facility in any area of the Residential Complex except for the right to use the parking spaces allotted to him/her/it hereunder;
 - (ii) The Purchaser will have to bear the inconvenience, noise, etc. if caused when the Vendor undertakes remaining construction work on the Residential Complex;
 - (iii) The Vendor intends to and may retain for themselves and may not sell to others and may let/lease out or give on leave and license basis, some or even a substantial number of apartments in the said Tower;
 - (iv) The Purchaser shall have exclusive ownership in respect of the said Apartment and exclusive right to use the parking space for Car allotted to it and undivided share or interest in common terraces, balconies, staircase, lift space of the said Tower. All the other spaces, car-parking spaces, floors (including refuge floors), facilities and areas in the said Tower/ Residential Complex (which are not common) shall belong exclusively to the Vendor and the Purchaser shall have no right or title to the same;
- k. The Purchaser shall use the said Apartment/Flat and every part thereof only for the purpose of residence and shall not permit the same to be used for the purpose of office showroom/shop/godown or for carrying on any industry or business.
- l. The Purchaser shall be bound by rules, regulations, mandates, laws and bye laws devised and promulgated in the common interest of the apartment owners relating to maintenance of the common areas, facilities and amenities of the said Building and services relating thereto.

- m. The Purchaser hereby agrees that in the event of delay / default by the Purchaser in payment of the Maintenance Charges/ utility charges and electricity charges for common areas of the said Building by the due date mentioned in the bills relating to maintenance of common areas, facilities and amenities, then the Purchaser shall be liable to make good such short fall within fifteen (15) days failing which the Purchaser shall be liable to pay interest @ 18% p.a. on the unpaid amount for the period of delay in payment after the due date. If the Purchaser defaults in making the shortfall within a further period of fifteen (15) days, the Promoter / Maintenance Company/ Association shall have the right to withhold / discontinue the Maintenance Services / utilities for the Said Apartment/Flat, at any time, without any further notice.
- n. The Purchaser shall be bound by rules, regulations, mandates, laws and bye-laws devised and promulgated relating to use of facilities, amenities.
- o. The Purchaser shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the mutual interests of the Vendor/Promoter and of the other Allottee/Transferees/ occupants of the other apartments in the said Building. The Vendor/Promoters have the absolute authority and control as regards to all the unsold apartments and other apartments and car / two-wheeler parking spaces in the said Building and the disposal/ transfer the right to use thereof.
- p. The Purchaser hereby agrees and undertakes to the Vendor that the Vendor shall be at liberty to construct any towers/buildings, roads, common areas, facilities and infrastructure within the entire complex in accordance with Scheme and /or sanctioned plan and to use the passages for ingress and egress of its labour, staffs/representatives/ contractors and for transportation of raw material to the construction site in such manner as the Vendor may deem fit and proper for completion of the project and the Purchaser shall neither be entitled to nor have right to raise any objection/ dispute of any nature with regard to any such construction or the Vendor's right to make such construction as aforesaid. The

Purchaser hereby expressly undertakes to the Vendor that the Purchaser shall not obstruct, resist or take any action to prevent or restrain the Vendor in constructing the remaining buildings and to complete construction of the entire Residential Complex in accordance with its Scheme;

- IV.** The Parties hereto agree that the Vendor/Promoter of the said Land will submit the said premises and said Land and the unsold apartments (if any) in the said Building together with the Purchaser as owner of the said Premises and Allottee/Transferees of the other apartments and car parking spaces to the provisions of the West Bengal Apartment Ownership Act, 1972 (“**the Act**”) as amended from time to time and will execute and register such declaration and instruments as shall be required to be filed with the competent authority and the Purchaser agrees to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, and extend all co-operation to the Vendor/Promoter as may be necessary for the purposes of submitting the entire Residential Complex / said Premises to the provisions of the Act.

The recitals, annexures and schedules form part of this Indenture and shall have the same force and effect as if expressly set out in the body of this Indenture, and any reference to this Indenture shall include any recitals, annexures and schedules to it.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART-I

1. By a Deed of Conveyance dated 27th March 2007 made between AMB Pali Finance Co. Private Limited of the One Part and Eden Real Estates Private Limited (EREPL) of the Other Part and registered in the office of The Additional District Sub-Registrar Behala in

- Book No. I, Volume No. 36, Pages 177 to 204, Being No. 1372 for the year 2007, EREPL purchased from the said AMB Pali Finance Co. Pvt. Ltd. all that piece and parcel of Sali / patit land/ danga/ bagan/ pukur/ pukurpar/ doba measuring an area of 21.22 acres situated at Mouza Sarengabad and Putkhali, Ward No. 31 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in the State of West Bengal.
2. By a Deed of Sale dated 6th June 2007 made between Minati Mondal of the One Part and EREPL of the Other Part and registered in the Office of The Additional District Sub-Registrar Behala in Book No. 1, Volume No. 16 , Pages 6798 to 6814, Being No. 06377 for the year 2008, EREPL purchased from the said Minati Mondal all that the piece and parcel of bagan land measuring 3.00 decimals in Dag No. 271/859 and sali land measuring 4.43 decimals in Dag No. 271 totaling to 7.43 decimals situated at Mouza Sarengabad, Pargana Magura, J.L. No. 47, Touzi No. 134, R.S. No. 560 within the limits of Maheshtala Municipality in the District of 24 Parganas (South), in the State of West Bengal.
 3. By a Deed of Sale dated 26th June 2007 made between Anil Samanta & Ors. of the One Part and EREPL of the Other Part and registered in the office of The Additional District Sub-Registrar Behala in Book No. 1, Volume No.16, Pages 7062 to 7083, Being No. 06390 for the year 2008 EREPL purchased from the said Anil Samanta & Ors. All That piece and parcel of demarcated 3 cottahs 4 chittacks sali land situated in R.S. and L.R. Dag No. 87 under L.R. Khatian Nos. 523, 1261, 333, 1148, 971, 1025, 1043, 777 and 1081 at Mouza Sarengabad, J.L. No. 47, Pargana Magura, Touzi No.134, R.S. No. 560 within the limits of Mahestala Municipality in the District of 24 Parganas (South) in the State of West Bengal.
 4. By Deed of Sale dated 2nd April 2008 made between Arabinda Basu & Ors. of the One Part and EREPL of the Other Part and registered in the office of Additional District Sub-Registrar Behala in Book No. 1, Volume No.10, Pages 2798 to 2813, Being No. 03660 for the year 2008 EREPL purchased from the said Arabinda Basu and Ors. All That piece and

parcel of Sali/ danga land measuring an area of 29 decimals in R. S. Dag Nos. 243, 244, 245, 245/854 and 245/920 under L. R. Khatian No. Kri. 323 situated at Mouza Sarengabad Pargana Magura Touzi No. 134, R. S. No. 560, J. L. No.47, Ward No. 31 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in The State of West Bengal.

5. By a Deed of Sale dated 10th April 2008 made between Atal Behari Basu of the One Part and EREPL of the Other Part and registered in the office of Additional District Sub-Registrar Behala in Book No. 1, Volume No. 10, Pages 7665 to 7680, Being No. 03894 for the year 2008 EREPL purchased from the said Atal Behari Basu All That piece and parcel of Sali land measuring an area of 13 decimals in R. S. and L. R. Dag No. 243 and 244 under L. R. Khatian Kri. 11 situated at Mouza Sarengabad, Pargans Magura, Touzi No. 134, R. S. No. 560, J. L. No. 47 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in the State of West Bengal.
6. By a Deed of Sale dated 26th June 2007 made between Kumari Purnima Sarkar of the One Part and EREPL of the Other Part and registered in the office of The Additional District Sub-Registrar Behala in Book No. 1, Volume No. 16, Pages 6854 to 6870, Being No. 06373 for the year 2008 EREPL purchased from the said Kumari Purnima Sarkar All That piece and parcel of sali land measuring 4 cottahs out of 11 1/3 decimals situated at Mouza Sarengabad, Pargana Magura, Dag No. 87 under R. S. Khatian No. 123, L. R. Khatian Nos. Kri. 11 and 323, Touzi No. 134, R. S. No. 560, J. L. No. 47, Ward No. 31 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in the State of West Bengal.
7. By a Deed of Sale dated 14th June 2007 made between Tara Mondal of the One Part and EREPL of the Other Part and registered in the office of The Additional District Sub-Registrar Behala in Book No. 1, Volume No. 17, Pages 932 to 947, Being No. 06474 for the year 2008 EREPL purchased from the said Tara Mondal All That piece and parcel of Sali/ danga land measuring 07 decimals of sali land in R. S. and L. R. Dag No. 248 and 01 decimals danga land in R. S. and L.R. Dag No. 249 totaling to 08 decimals of land under

R. S. Khatian No. 537 corresponding to L. R. Khatian No. Kri 431 situated at Mouza Sarengabad, J. L. No. 47, Pargana Magura, Touzi No. 134, R. S. No. 560 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in the State of West Bengal.

8. By a Deed of Sale dated 11th June 2007 made between Sadan Chandra Mandal and Ors. of the One Part and EREPL of the Other Part and registered in the office of The Additional District Sub-Registrar Behala in Book No. 1, Volume No. 16, Pages 6343 to 6359, Being No. 06374 for the year 2008 EREPL purchased from the said Sadan Chandra Mandal All That piece and parcel of sali land measuring an area of 15 decimals situated at R.S. and L.R. Dag No. 270, 270/855, 270/856, 270/857, 270/858, 270/927, 270/924 under R. S. Khatian No. 649, 651 corresponding to L.R. Khatian No. 798, 314, 901, 1127 and 1139 in Mouza Sarengabad, J. L. No. 47, Touzi No. 334, R. S. No. 560 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in the State of West Bengal.
9. By a Deed of Sale dated 11th June 2007 made between Subala Mondal represented by Sri Madhab Chandra Mondal Constituted Attorney under a registered Power of Attorney dated 11th June 2007 of the One Part and EREPL of the Other Part and registered in the office of The Additional District Sub-Registrar Behala in Book No. 1, Volume No. 18, Pages 3799 to 3816, Being No. 06992 for the year 2008 EREPL purchased from the said Subala Mandal granted, sold, transferred, conveyed, assigned and assured all its right, title, interest in All That piece and parcel of sali land measuring 6 decimals land in R. S. and L. R. Dag No. 278 under R. S. Khatian Nos. 732 and 734 corresponding to L. R. Khatian Nos. 669 and 220 and 24 decimals of Sali land in R. S. and L. R. Dag No. 279 under R. S. Khatian Nos. 733 and 735 corresponding to L. R. Khatian Nos. 669 and 220 totaling to 30 decimals situated at Mouza Sarengabad, J. L. No. 47, Pargana Magura, Touzi No. 134, R. S. No. 560 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in the State of West Bengal.

10. By a Deed of Sale dated 19th December 2007 made between Joydeb Basu and Ors. represented by their Constituted Attorney Sk. Masud Ahamed under registered Power of Attorneys dated 31.08.2007 and 16.11.2007 of the One Part and EREPL of the Other Part and registered in the office of The Additional District Sub-Registrar Behala in Book No. 1, Volume No. 2, Pages 375 to 393, Being No. 05724 for the year 2007 EREPL purchased from the said Joydeb Basu & Ors. All That piece and parcel of sali/ danga/ doba land measuring 16 cottahs out of 32 cottahs situated in L. R. Dag No. 242, 243, 244, 245, 245/920 and 245/854 under L.R. Khatian No. 728, Mouza Sarengabad, J. L. No. 47, Pargana Magura, Touzi No. 134, R. S. No. 560 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in the State of West Bengal.
11. By a Deed of Sale dated 19th December 2007 made between Joydeb Basu and Ors. represented by their Constituted Attorney Sk. Masud Ahamed under registered Power of Attorneys dated 31.08.2007 and 16.11.2007 of the One Part and EREPL of the Other Part and registered in the office of The Additional District Sub-Registrar Behala in Book No. 1, Volume No. 2, Pages 394 to 412, Being No. 05729 for the year 2007 EREPL purchased from the said Joydeb Basu & Ors. All That piece and parcel of sali/ danga/ doba land measuring 16 cottahs out of 32 cottahs situated in L. R. Dag No. 242, 243, 244, 245, 245/920 and 245/854 under L.R. Khatian No. 728, Mouza Sarengabad, J. L. No. 47, Pargana Magura, Touzi No. 134, R. S. No. 560 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in the State of West Bengal.
12. By a Deed of Conveyance dated 31st December 2008 made between AMB Pali Finance Co. Private Limited of the One Part and EREPL (Purchaser therein) of the Other Part and registered in the office of The Additional District Sub-Registrar Behala in Book No. 1, Volume No. 1, Pages 591 to 608, Being No. 00023 for the year 2009 the said AMB Pali Finance Limited granted, sold, transferred, conveyed, assigned and assured all its right, title, interest in All That piece and parcel of sali land measuring 8 decimals comprised in R.S. and L.R. Dag No. 306 under R.S. Khatian No. 64 corresponding to L.R. Khatian No. 1519/1 situated at Mouza Sarengabad Pargana Balia, J.L. No. 47, Touzi No. 134, R. S. No.

560 within the limits of Maheshtala Municipality in the District of 24 Parganas (South) in favour of EREPL free from all encumbrances, tenancies, charges, mortgages, liens, trust, lispensens, attachments/ execution and/or acquisition/ requisition proceedings.

13. Deed of Exchange dated 24th June 2011 made between EREPL (Vendor herein) and AMB Pali Finance Company Private Limited and registered in the office of The Additional Registrar of Assurances I, Kolkata in Book No. 1, Volume No. 13, Pages 2108 to 2121, Being No. 05486 for the year 2011, the said EREPL mutually exchanged 60 decimals of the land belonging to EREPL with 60 decimals of land belonging to the said AMB Pali Finance Company Private Limited as described therein.

PART-II
“said Larger Property”

All That the several pieces or parcels of Plots of Land in aggregate measuring **22.87 Acres** be the same a little more or less situate lying at and comprised within Mouzas – Sarengabad and Putkhali, J.L. Nos.47 and 50, Touzi No.1521, R.S. No.43, Police Station – Maheshtala, A.D.S.R. Office – Behala, within the limits of Maheshtala Municipality within the District South 24-Parganas and the same shown and delineated in **Yellow Borders** in the map or plan **marked “X”** annexed hereto and the details of the said Plots of Land are hereunder written.

“A”. Sarengabad Mouza.

R.S & L.R. DAG NO.	R.S. KHATIAN NO.	L.R. KHATIAN NO.	AREA (DECIMAL)
87	123		28.50
242	728,323,11		04.50
243	728,323,11		18.00
244	728,323,11		22.00
245	726, 728, 730		26.00
245/854	728		11.00
245/920	728		10.00
246	415		10.00

247	558	2094	11.00
248	537		07.00
249	537		01.00
251	704		10.00
252	704		13.00
253	412		09.00
254	412		12.00
255	191, 706		16.00
256	190, 191		101.00
257	189		58.00
257/921	509		42.00
257/922	182, 189, 787		14.00
258	637		101.00
259	476		40.00
260	382		67.00
261	382		54.00
265	476		23.00
266	476		16.00
267	476		124.00
268	476		32.00
269	213		35.00
270	182		16.00
270/855	182		08.00
270/856	649, 655, 657		19.00
270/857	649, 655, 657		03.00
270/858	649, 655, 657		02.00
270/927	649, 655, 657		04.00
270/928	649, 655, 657		06.00
271	223		24.50
271/859	180		7.50
272	62		19.00
273	214		18.00
274	681		37.00
275	102		20.00
276	102		22.00
277	251		52.00
278	732, 734	06.00	
279	735	24.00	
284	224	95.00	
284/860	225	96.00	
285	813	102.00	
286	703, 307	23.00	

287	156	2094	39.00
288	409		15.00
289	311		07.00
290	178		11.00
290/861	246		08.00
291	533		14.00
292	704		25.00
293	693		37.00
294	519		49.00
295	704		31.00
296	717		12.00
297	637		80.00
298	188		93.00
299	183		64.00
300	476		68.00
301	476		07.00
302	476		08.00
303	183		21.00
304	183		15.00
306	64		08.00
		TOTAL	21.34 Acres

“B”. Putkhali Mouza.

R.S. DAG NOS.	L.R. DAG NOS.	R.S.KHATIAN NOS.	L.R.KHATIAN NOS.	AREA (DECIMAL)
14	11	414	173/2	04
36	33	192	528	07
39	36		1408	11
45	43	209	164	21
47	45	107	1408	32
50	48	90	528	23
50/942	50	38	1408	11
51	49	259	1408	12
52	51	156	1408	32
			Total	1.53 Acres

THE SECOND SCHEDULE ABOVE REFERRED TO

“Description of Land to be handed over to the Maheshtala Municipality”

ALL THAT piece and parcel of land measuring about 0.97 acres be the same a little more or less lying and situated at mouza Putkhali, J.L.No. 50, Touzi No. 1521, R.S. No. 43, Police Station Maheshtala, A.D.S.R Office – Behala, within the limits of Maheshtala Municipality within the district- South 24 Parganas details of which is here under written-

R.S. DAG Nos.	L.R. DAG Nos.	R.S. Khatian Nos.	L.R. Khatian Nos.	Area of Land in Acres
14	11	414	173/2	0.02
36	33	192	528	0.035
45	43	209	164	0.105
47	45	107	1408	0.16
50	48	90	528	0.14
50/942	50	38	1408	0.07
51	49	259	1408	0.12
52	51	156	1408	0.32
			Total	0.97

ALL THAT piece and parcel of land measuring about .03 acres be the same a little more or less lying and situated at Mouza Sarengabad, J.L.No. 47, Touzi No. 134, R.S. No. 560, Police Station Maheshtala, A.D.S.R Office – Behala, within the district- South 24 Parganas details of which is here under written-

R.S. & L.R. DAG Nos.	R.S. Khatian Nos.	L.R. Khatian Nos.	Area of Land in Acres
301	476	2094	0.01
302	476	2094	0.02
		Total	0.03

The Plot of Land aggregating to 1.00 Acre in two Mouzas are shown and delineated in **Blue Colour Boundary Lines** in the plan marked **“X”** annexed hereto. The common internal passage being portion of 1.00 Acres is shown in **Green Colour Hatched Lines** in the plan marked **“X”** annexed hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO
“said Property”

All That the several pieces or parcels of Plots of Land in aggregate measuring **21.02 Acres** be the same a little more or less situate lying at and comprised within Mouza – Sarengabad, J.L. No.47, Touzi No.1521, R.S. No.43, Police Station – Maheshtala, A.D.S.R. Office – Behala, within the limits of Maheshtala Municipality within the District South 24-Parganas and the same shown and delineated in **Orange Borders** in the map or plan **marked “X”** annexed hereto and the details of the said Plots of Land are hereunder written.

R.S & L.R. DAG NO.	R.S. KHATIAN NO.	L.R. KHATIAN NO.	AREA (DECIMAL)
87	123	2094	28.50
242	728,323,11		04.50
243	728,323,11		18.00
244	728,323,11		22.00
245	726, 728, 730		26.00
245/854	728		11.00
245/920	728		10.00
246	415		10.00
247	558		11.00
248	537		07.00
249	537		01.00
251	704		10.00
252	704		13.00
253	412		09.00
254	412		12.00
255	191, 706		16.00
256	190, 191		101.00
257	189		58.00
257/921	509		42.00
257/922	182, 189, 787		14.00
258	637		101.00
259	476		40.00
260	382		67.00
261	382		54.00
265	476		23.00
266	476		16.00
267	476		124.00
268	476		32.00
269	213		35.00
270	182		16.00
270/855	182	08.00	

270/856	649, 655, 657		19.00
270/857	649, 655, 657		03.00
270/858	649, 655, 657		02.00
270/927	649, 655, 657		04.00
270/928	649, 655, 657		06.00
271	223		24.50
271/859	180		7.50
272	62		19.00
273	214		18.00
274	681		37.00
275	102		20.00
276	102		22.00
277	251		52.00
278	732, 734		06.00
279	735		24.00
284	224		95.00
284/860	225		96.00
285	813		102.00
286	703, 307		23.00
287	156		39.00
288	409		15.00
289	311		07.00
290	178		11.00
290/861	246	2094	08.00
291	533		14.00
292	704		25.00
293	693		37.00
294	519		49.00
295	704		31.00
296	717		12.00
297	637		80.00
298	188		93.00
299	183		62.00
300	476		53.00
303	183		21.00
304	183		15.00
306	64		08.00
		TOTAL	21.02 Acres

Delineated on the plan and thereon shown in **orange** colour boundary lines.

THE FOURTH SCHEDULE ABOVE REFERRED TO**PART-I****[DESCRIPTION OF APARTMENT]**

All THAT Apartment No. _____ at _____ (_____) Floor of the Tower – _____ (erected on a portion of the land described in Part II of the Second Schedule) measuring **carpet area of _____ Sq. Ft.** in Eden City Maheshtala Phase II at Municipal premises Holding No. B1 -90/A/1/ New, Budge Budge Trunk Road, Ward No. 31, P.O. Sarengabad Branch, P.S-Maheshtala, Mouza Sarengabad, Dist- South 24 (Parganas), West Bengal, Kolkata- 700137, together with the undivided proportionate share or interest in the land underneath the said Tower and the undivided proportionate share or interest in common areas, facilities and amenities in and around the Tower together with undivided proportionate share or interest in common areas, facilities and amenities in Residential Complex. The said Apartment is shown in the map/plan annexed hereto and marked with **RED** border and marked as Annexure 'B'.

PART-II**[DESCRIPTION OF PARKING SPACE]**

Right to use **One** _____ **Car Parking Space** for parking one medium sized cars.

THE FIFTH SCHEDULE ABOVE REFERRED TO**PART-I****[Common Areas, Facilities and Amenities of the "Said Tower"]**

1. Entrance lobbies and common circulation spaces.
2. Walk up staircases and landings of all floors and stair lobbies and stair windows.
3. Lift / Lift Shaft and Lift Lobbies.
4. Common passage / corridor.
5. The residual area of roof of the said Tower as earmarked for common purposes. Space required for common utilities like electrical room, meter room etc.
6. Electrical ducts and risers, fitting, fixtures, lights, switches etc for the common areas of the said Tower.
7. Electrical Duct doors, common terrace frames and shutters, stair & common area railings etc
8. Plumbing pipes and valves, fittings etc for water distribution system.
9. Rising main of electricity cables from electrical Meter Boards.
10. Sewerage and storm water drainage pipe works.
11. Overhead Water reservoir (potable and re-use), if any.
12. Fire Protection System including wet riser, fire hose, Hose reels, and other fittings and fixtures..
13. Fire Ducts
14. Voice/Data cables risers and distribution network inside the building common area.
15. Cable TV risers and distribution network in the building common area.
16. Service Toilets.

PART-II

[FACILITIES AND AMENITIES OF ENTIRE RESIDENTIAL COMPLEX]

1. Internal roads, pathways, passages and driveways. Security room.
2. Landscaped garden, lawn and water bodies.
3. Streetlights, Campus and Garden lights and fixtures, electrical installations.
4. Boundary wall/ fencing, if any.
5. Road/Block signage
6. Underground water reservoir, water pumping station and pump house.

7. Water Treatment Plants.
8. Pumps and Pumps Accessories.
9. D. G. Sets, switch gears, control panels etc.
10. Sewage Treatment Plant.
11. Sewage and storm drainage system.
12. Water distribution network.
13. Central Green, Children's Parks
14. Community Hall Facilities.
15. Club Facilities.
16. All infrastructural facilities/works including water storage tanks for firefighting arrangement, Water supply bore wells, Sewerage, drainage, water supply and accessories thereto.
17. All electrical installations/works including panels, cables, cable trench and accessories thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[Description Of Easement And Quasi-Easement Rights]

1. As from the date of possession of the Apartment, the Purchaser:
 - (a) shall have right of access in common with all the other owner(s) or occupiers of the apartments of the Residential Complex for the time being at all time for all normal purposes connected with the quiet and peaceful use and enjoyment of the apartment, common areas, facilities and amenities of the said Tower and the entire Residential Complex including passages, roads and greenery;
 - (b) shall have the right of way in common with all the owner(s) of the apartments at all times for all purposes connected with reasonable use and/or enjoyment of the said Apartment, with or without vehicles over and along such driveways,

passages and parking space(s) (if allotted by the Vendor to the Purchaser(separately);

- (c) shall have the right to the passage of electricity, water etc., to and from the said Apartment through the pipes, drains and wires lying below or above or around all other Apartments for the common usage by all the apartment owner(s) in the Tower and of the entire Residential Complex ;
 - (d) shall have the right with or without workmen and necessary materials to enter from time to time upon adjoining apartments for the purpose of repairing so far as may be necessary of pipes, drains and wires as aforesaid, and for the purpose of repairing any parts of the said Apartment thereof in so far as such repairs, repainting or cleaning as aforesaid, cannot be reasonably carried out without such entry as is by these paragraph referred to and in all cases upon giving reasonable notice of intention so to enter to the owner(s) or occupier for the time being of the other apartments;
2. All appurtenances, facilities and other items which are not part of the particular tower and is meant for common use of all the apartment owner(s) shall be general common elements, which shall be included by way of description but not by way of limitation:
- (a) All land comprised in the said Residential Complex pertaining to the said Tower, once the last phase of the development work is completed in all respect and all the apartments and other facilities are built and handed over.
 - (b) All private streets, driveways, curbs and sidewalks.
 - (c) Storage rooms and maintenance sheds for serving the entire Residential Complex pertaining to the said Tower
 - (d) Lawn areas, water connection, electric connection etc.,
 - (e) Public connections and meters for electricity, telephone and water not owned by the public utility or other agencies.
 - (f) Exterior lighting and other facilities necessary to the upkeep and safety of the common areas and said Tower and the entire Residential Complex serving more than one apartment.

- (g) All tangible personal property required for the operation and maintenance and administration of the said Tower and the entire Residential Complex.
- (h) Any easement or other right which may now or hereafter be granted for the benefit of the apartment owner(s) or others for access to or use of the general common elements.
- (i) All other facilities or elements of any improvement within the said Tower and the entire Residential Complex necessary or convenient to the management, co-operation, maintenance and safety of the said Tower and the entire Residential Complex or normally in common area.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[TERMS, CONDITIONS, COVENANTS AND STIPULATIONS AND OBLIGATIONS TO BE OBSERVED]

I. OBLIGATIONS OF THE PURCHASER:

1. To co-operate with the management and maintenance of the said Apartment/Flat, said Building and the said Building and to abide by the direction and/or decisions of the Promoter/ Maintenance Company/ Association, as may be, made from time to time in the best interest of the entire Residential Complex.
2. To abide by the terms, conditions and stipulations/regulations as may be prescribed or made applicable by Government of West Bengal, or any statutory/public body or authority in respect of the said Building standing thereon;
3. The Vendor shall have the right to allot /transfer the vacant unallotted parking spaces in the Building/ Residential Complex at a subsequent stage amongst the other apartment owner(s) pertaining to different Towers and the Purchaser(s) shall not raise any objection in future in this regard;
4. To observe the rules and regulations contained and framed from time to time by the Promoter/Maintenance Company/ Association for quiet and peaceful enjoyment of the said Building and the said Building and the additions, alterations or amendments thereof

that may be made from time to time for protection and maintenance of the said Building and the apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the municipality and of Government and other public bodies.

4. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Promoter/Maintenance Company/Association regarding the occupation and use of the said Apartment/Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Indenture.
5. To maintain the said Apartment/Flat at its own cost in such a good tenantable state of repair and condition from the date of possession of the said Apartment/Flat as shall at all times hereafter ensure the maintenance of support and protection to the said Apartment/Flat.
6. To permit the Promoter/Maintenance Company/Association and/or their agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention to enter into the said Apartment/Flat for the purpose of repairing any of the common areas or any appurtenance to any apartment and/ or anything comprised in any apartment, in so far as the same cannot be carried out without such entry.
7. All time hereafter to contribute and pay such sum as may be determined from time to time towards the management, maintenance repairs and upkeep the said Building. Such payments are to be made to the Promoter/Maintenance Company/Association.
8. To pay all proportionate charges for electricity relating to the common areas, facilities and amenities of the Towers and common areas of the entire said Building except the electricity charges of Club and Community Halls, and the Maintenance Charges of the said Building to the Promoter/Maintenance Company/Association.
9. To pay all damages to any common fixtures and fittings of the said Building and/or the said Building caused by the Allottee/Transferee(s) of the said Apartment/Flat or his/her guests or servants to the Promoter/Maintenance Company/Association.

10. To carry out at its own cost all internal repairs to the said Apartment/Flat and maintain the said Apartment/Flat in same condition, state and order in which it was delivered by the Vendor to the Purchaser or anyone claiming through them.
11. Water for car washing and cleaning of the common areas shall be drawn from the designated water outlets in the said Building.

II. NEGATIVE COVENANTS :

The Purchaser of the Apartment/Flat shall:-

1. (a) Not to make any structural additions and/or alterations to the said Apartment/Flat such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of Promoter/Maintenance Company/Association as the case may be.
- (b) Not to fix collapsible gates, grills, grill gates in the said Apartment/Flat without prior permission of the Promoter/Maintenance Company/Association as the case may be.
- (c) Not to erect any compound wall/any other fencing within the said Building.
2. (a) Not to build, erect or put upon the common areas, facilities and amenities of said Building any item of any nature whatsoever;
- (b) Not to obstruct any pathways, driveways, passages, side-walks and lobbies used for any purpose other than for ingress and egress from the said Tower and other buildings, as the case may be.
3. As the right to use the parking spaces is an integral amenity to the apartments, in case of sale/transfer of apartment, right to use the parking space shall have to be transferred along with the said Apartment. The right to use the car / two wheeler parking space under no circumstances can be transferred separately. The Purchaser(s) of such exclusive parking space(s) shall not be entitled to transfer and/or deal with such exclusive parking space(s) independent of the apartment either for parking or for any other usage. No parking space can be enclosed or covered either by a wall/mesh/or by any other structure. Each allotted parking

space will entitle the Purchaser(s)/allottee(s) the right to park only one vehicle. The Purchaser shall use the car parking space allotted to them only for purpose of keeping or parking the Purchaser's vehicles. The Purchaser agrees not to use the same for any purpose, which is not permitted under law.

4. Not to lessen or diminish the support or protection now given or afforded by all parts of the said Apartment/Flat to the upper and/or lower apartment and in particular not to submit the floor of the upper apartment to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight.
4. Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the said Building or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Apartment/Flat is situated, including entrances of the said Building and in case any damage is caused to the said Building in which the said Apartment/Flat is situated or the said Apartment/Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
5. Not to do or cause anything to be done in or around the said Apartment/Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Building and apartments therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.
6. Not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the said Building and the entire said Building at any time or the fittings and fixtures affixed thereto.
7. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and 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 Building which in the opinion of the Promoter or its successors in title differs of the said Building or deviation or which in the opinion of the Promoter (or others as above) may affect the elevation in respect of the exterior walls of the said Building.

8. Not to install grills, the design of which has not been suggested and/or approved by the Promoter / Maintenance Company or in any other manner do any other act which would in the opinion of the Promoter/ Maintenance Company, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Building.
9. Not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper apartments save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Apartment/Flat.
10. Not to use the said Apartment/Flat for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purposes.
11. Not to cause or permit obstruction of any drain or pipe used in common with the other apartment owner(s) for the passage of water or soil in connection with the said Building and the entire Residential Complex.
12. Not to do permit or suffer to be done in or upon the apartments anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Co-purchaser(s) and/or Occupier(s) or the owner(s) of the neighboring apartments and/or the entire Residential Complex-
13. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the said Building, the entire said Building except in the space for garbage to be provided in the ground floor of the said Building.
14. Not to make or permit any disturbing noises in the said Building by the Allottee/Transferee(s) himself, his family, his invitees or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other apartment owner(s).

15. Not to put the names in entry passages excepting in the proper place provided by Promoter/Maintenance Company for the use of the said Apartment/Flat occupied by the Allottee/Transferee(s) or his/her/its nominee(s).
16. Not to allow dust, rubbish or litter swept from the said Apartment/Flat to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall deposit it in a particular place earmarked for that purpose.
17. Not to loiter in the pathways, lobbies or passage ways without proper reasons.
18. Not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Allottee/Transferee(s) or his/her/its servants or their guest out of the windows and/or doors or anywhere on the common areas of the said Building, common areas of the entire said Building and Car / Two Wheeler Parking lot nor shall shades, window guards or any temporary article to be hung from or placed outside the window or said Building.
19. Not to permit common areas of the said Building to be fouled by dogs or other animals coming from the said Apartment/Flat.
20. Not to store or bring and allow to be stored and brought in the said Apartment/Flat any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Tower or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Apartment/Flat.
21. Not to subdivide the said Apartment/Flat and/or the parking space(s) as allocated thereof.
22. Not to close any windows or make openings in the walls or through the walls of the said Apartment/Flat.
23. (a) Not to claim any exclusive right over and in respect of common areas, amenities and facilities of the said Tower including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any

particular Tower and can be used if required by adjoining Towers of the entire Residential Complex.

- (b) Not to claim any exclusive right over and in respect of the common terrace of the said Tower or any portion thereof or any undivided right in the said Property.
24. Not to repair / renovate / modify any beam, column or slab supporting the floors of the said Apartment/Flat without giving notice to Promoter/Maintenance Company/Association as the case may be of the intention so to do giving details of the work intended to be done so that Promoter/Maintenance Company/Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given.
25. Not to display or affix any neon-sign or signboard on any outer wall of the Tower or the apartment or the common areas and common parts of the said Building save to the extent and at a place that may be specified from time to time by Promoter/Maintenance Company/Association.
26. Not to claim any partition or sub-division of the land and/or common areas, facilities and amenities and not to partition the apartments by metes and bounds.
27. Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any apartment in or any part of the said Building or cause any increased premium to be payable in respect thereof.
28. Not to do or suffer to be done anything to in or about the said Apartment/Flat or the Tower or in the staircase and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority or change/alter or make addition in or to the Tower in which the said Apartment/Flat is situated and the said Apartment/Flat itself or any part thereof.
29. Not to refuse or neglect to carry out any work directed to be executed in the said Building or in the said Apartment/Flat after he/she/they had taken possession thereof,

by a competent authority, or require or hold the Promoter/Maintenance Company liable for execution of such works.

30. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Tower in any manner whatsoever.
31. Not to enclose any balcony in the said Apartment/Flat except with grills with designs approved by the Promoter/Maintenance Company.

III. Discipline and Co-operation :

The Purchaser(s)/Owner(s) of the Apartments shall:

1. Co-operate and participate in the maintenance of the image and dignity of the said Tower and the entire Residential Complex and the locality and the ambience;
2. Not do any such things as will disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings;
3. Obey and submit to the reasonable decision of the majority of the apartment Owner(s)/Purchaser(s) in the said Tower and also to the majority decision of the apartment owners of the entire Residential Complex, as the case may be relating to the affairs pertaining to a Tower or of the Residential Complex;
4. Share, participate and be actively involved as far as possible in all community programs whether of civil, entertainment, Cultural, Educational or Welfare nature;
5. To keep the apartment in good state of affairs and conditions;
6. To cooperate with and allow the Vendor to complete construction of the remaining towers and other areas and facilities of the Residential Complex in accordance with the scheme and sanctioned plan.

THE EIGHTH SCHEDULE ABOVE REFERRED TO**[COMMON EXPENSES]**

1. The expenses of maintaining, repairing, redecorating etc., of the common areas and facilities of the said Building and common areas of the said entire residential complex.
2. The cost of cleaning and lighting the common passage of the said Building so enjoyed or used by the Purchaser in common with the other owners/occupiers as aforesaid.
3. The cost of working and maintenance of water connection, lights, pumps, generator, if any.
4. Monthly maintenance expenses and other services and the common areas, facilities and amenities of the said Building.
5. Municipal and other taxes, impositions, water charges tax, and proportionate share of electricity charges for the common areas of the said Building and entire Residential Complex etc. (excluding the electricity charges of Club and Community Halls)
6. Running expenses of Diesel Generating sets/Pump set.
7. Such other expenses as are necessary or incidental to the maintenance and upkeep of the entire Residential Complex
8. Maintenance of internal roads, passages etc.

IN WITNESS WHEREOF the Vendor/Promoter and the Purchaser above named have put their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the
Vendor/Promoter & Purchaser above named at
Kolkata in the presence of:

1.

2.

(Signature of the Vendor/Promoter)

(Signature of the Allottee/Purchaser)

RECEIVED on and from the within named Purchaser the within mentioned amount towards payment of consideration in full as per Memo hereunder written **Rs.Only.**

MEMO OF CONSIDERATION

(Signature of the Vendor/Promoter)

Witness:

1.

2.