

CONVEYANCE

1. Date: _____
2. Place: Kolkata
3. Parties:

3.1 SMC INDIA LIMITED (CIN-U51909WB1994PLC064608) a company within the meaning of the Companies Act, 1956, having its registered office at Podra, P.O. Rajarhat Bishnupur, 24 Parganas (North) Kolkata-135, West Bengal (formerly at 115, B. R. B. Basu Road, Police Station Burrabazar, Kolkata-700001), (PAN AAFCS0287B) represented by its authorized signatory, _____ (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as "the OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include it's and each of it's respective successor or successors-in-interest and permitted assigns)

3.2 MKHS HOUSING LLP, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act 2008, having its principal place of business at Podra, Langolpota, Near 211 Bus Stop and ACC Cement Plant, Bishnupur, Ps.Rajarhat, Kolkata-700135, West Bengal (PAN AAWFM6121A), represented by its authorized partner, _____ (Aadhaar No. _____) duly authorized vide letter dated _____ hereinafter referred to as "the DEVELOPER" (which

expression shall unless excluded by or repugnant to the context be deemed to mean and include it's and each of it's respective successor or successors-in-interest and permitted assigns)

(Promoter/Developer, includes successors-in-interest and assign/s) And

3.3 _____

(Buyer or Allottee, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owners, Promoter/Developer and Buyer are hereinafter individually referred to as such or as Party and collectively as Parties.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 Said Apartment: Residential Apartment No. _____, on the _____ floor, having super built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less, being more particularly described in Schedule B below and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2" (Said Apartment), in Tower/Building No. _____ (Said Tower/Building), being a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (Act), the West Bengal Housing Industry Regulation Rules, 2018 (Rules) and the West Bengal Housing Industry Regulation Act, 2017 (Regulations) with the West Bengal Housing Industry Regulatory Authority (Authority) at Kolkata on _____ under Registration No. _____, the Real Estate Project is constructed on land measuring 1535.45 (one thousand five hundred thirty five point four five) decimal, more or less, equivalent to about 47 (forty five) bigha, comprised in L.R. Khatian No. 164/3, Mouza Bishnupur, J.L. No. 44, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 2 No. Gram Panchayat, District North 24 Parganas ("Property"), more particularly described in the First Schedule hereunder written, by virtue of 70 (seventy) registered Deeds of Conveyance (collectively said Deeds),

more particularly described in the First Schedule hereunder written. An authenticated copy of the said deeds is hereto annexed and marked as Annexure A as shown in Blue colour boundary line on the Plan annexed and marked as Annexure "1" hereto and more particularly described in Schedule A-2 below (Project Property). The Real Estate Project has been developed as a phase name Phase 1 – Madagascar of the Whole Project (defined in 5.12.1 (iii) below) named The Rainforest (Said Complex), constructed/being constructed on land measuring 591.35 (five hundred and ninety one point three five) decimal.

- 4.2 Land Share: Undivided, impartible, proportionate and variable share in the land underneath the Said Tower/Building as be attributable and appurtenant to the Said Apartment (Land Share). The Land Share has been derived by taking into consideration the proportion which the super built-up area of the Said Apartment bears to the total super built-up area of the Said Tower/Building.
- 4.3 Said Parking Space: The right to park in the parking space/s described in Schedule B below (Said Parking Space), if any.
- 4.4 Share In Common Areas: Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in Schedule C below (Common Areas).
- 4.5 Said Apartment And Appurtenances: The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, respectively which are collectively described in Schedule B below (collectively Said Apartment And Appurtenances).

5. Background

- 5.1 Ownership of Larger Property and Development Agreement: The Owner and the Developer have entered into a Development Agreement dated 22nd November, 2013, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, CD Volume No. 46, at Pages 5864 to 5884, being Deed No. 15491 for the year 2013 ("Development Agreement") to develop the said Property at and for the consideration and on the terms and conditions more particularly mentioned in the said Development Agreement. The copy of the said Registered Development Agreement is hereto annexed and marked as Annexure B Part I and the copy of Registered Supplement to the Development Agreement is hereto annexed and marked as Annexure B Part II. The Owner has further executed a General Power of Attorney dated 22nd November 2013 in favour of the Developer as its lawful attorney and empowered the Developer to do all acts, things and deeds in relation to develop the said Project Property by constructing Buildings / Towers and to sell the saleable areas in terms of the said Development Agreement hereto annexed and marked as Annexure B Part III.

5.2 Real Estate Project: The Larger Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces. The development of the Said Complex inter alia consists of - Phase-I, namely Madagascar, works comprising of Residential Buildings having numbers 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 (Ground + Podium + 10 typical floors) of estimated built up area of 8,91,494 sq ft (eight lacs ninety one thousand four hundred ninety four square feet) for 645 units comprising of 99 nos 2 BHK flats, 438 nos 3 BHK flats and 108 nos 4 BHK flats and corresponding common area development; "Phase-II" works comprising of Residential Buildings having numbers 4, 5 and 6 (Ground + Podium + 16 typical floors) of estimated built up area of 3,79,623 sq ft (three lacs seventy nine thousand six hundred twenty three square feet) for 288 units comprising of 48 nos 2 BHK flats, 192 nos 3 BHK flats and 48 nos 4 BHK flats and corresponding common area development; "Phase-III" works comprising of Residential Buildings having numbers 1, 2 (Ground + Podium + 16 typical floors) & 3 (Ground + Podium + 17 typical floors) of estimated built up area of 4,05,559 sq ft (four lacs five thousand five hundred fifty nine square feet) for 300 units comprising of 50 nos 2 BHK flats, 200 nos 3 BHK flats and 50 nos 4 BHK flats and corresponding common area development; and "Phase-IV" works comprising of Residential Buildings having numbers 18, 19, 20 and 21 (Ground + Podium + 18 typical floors) of estimated built up area of 5,34,516 sq ft (five lacs thirty four thousand five hundred sixteen square feet) for 288 units comprising of 144 nos 3 BHK flats and 144 nos 4 BHK flats and corresponding common area development; which shall be developed by the Promoter at its sole discretion, with Phase 1 above being constructed on the Larger Property, are presently being developed as a phase (Phase 1) of the Whole Project (as defined in Clause 5.12.1 (iii) below) and registered as a 'real estate project' (Real Estate Project/Project) with the Authority, under the provisions of the Act, the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued thereunder from time to time.

5.3 Intimation to RBGP and Sanction of Plans: The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Tower/Building from the competent authority), which has been developed as Phase 1 of the Whole Project (defined in Clause 5.12.1 (i) below).

5.4 Registration under the Act: The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on _____ under Registration No. _____.

5.5 Announcement of Sale: The Developer formulated a scheme and announced sale of Apartments and parking spaces to prospective purchasers (Transferees).

5.6 Application and Allotment to Buyer: The Buyer, intending to be a Transferee, upon full satisfaction of the Owners' title and the Developer's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Developer has allotted the same to the Buyer, who in due course entered into an registered agreement for sale dated _____ registered in the office of _____, recorded in Book No. _____, Volume No. _____, at pages __ to __, being Deed No. _____, for the year ____ (Said Agreement) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.

5.7 Construction of Said Tower/Building: The Developer has completed construction of the Said Tower/Building.

5.8 Conveyance to Buyer: In furtherance of the above, the Owners and the Promoter/Developer are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.

5.9 Acceptance of Conditions Precedent: Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:

Understanding of Scheme by Buyer: The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:

5.9.1 Project Property: includes Phase-I, namely Madagascar, works comprising of Residential Buildings having numbers 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 (Ground + Podium + 10 typical floors) of estimated built up area of 8,91,494 sq ft (eight lacs ninety one thousand four hundred ninety four square feet) for 645 units comprising of 99 nos 2 BHK flats, 438 nos 3 BHK flats and 108 nos 4 BHK flats and corresponding common area development

5.9.2 Scheme of Development of Larger Property: The detailed scheme of development attached as Annexure "1" discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger

Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter/Developer at its sole discretion either in terms of the Plan in Annexure "1" or in such other manner as may be possible under the relevant /applicable laws.

- 5.9.3 Whole Project: The Promoter is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Clause 5.12.1(the phase-wise development of the entirety of the Larger Property as envisaged in the Said Agreement, this Clause 5.12 and as also mentioned/contemplated in the other portions this Conveyance hereinafter referred to as "the Whole Project").
- 5.9.4 Other Residential Component: Apart from the Real Estate Project, the Promoter/Developer proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (Other Residential Component) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.
- 5.9.5 Other Residential Exclusive Amenities:The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (Other Residential Exclusive Amenities) and which may exclusively be made available to and usable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the Buyer of the Other Residential Component and, may not be available to the Buyer or any other Buyer/occupants of apartments/flats in the Real Estate Project.
- 5.9.6 Further Development: The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property of Tower/Building No. 10, inter-alia comprising of 1 (one) Ground+ 19 (G+19) storied residential tower/building, in the north-eastern side of the Real Estate Project comprised in of R.S./L.R. Dag Nos. 479, 480, 481 & 483, in full or in part, subject to the necessary permission/sanction being granted by the RBGP and all other concerned authorities.
- 5.9.7 Limited Areas And Facilities:The Buyer agrees that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Buyer(s) of such apartments/flats and to the exclusion of other Buyer(s) in the Real Estate Project (Limited Areas And Facilities). The Buyer agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Buyer in the Said Apartment And Appurtenances and as more particularly described in Schedule B hereunder written. The Buyer agrees to not use the Limited Areas And Facilities identified for other Buyer(s) nor shall the Buyer has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Buyer(s) and/or the usage thereof.

- 5.9.8 Common Areas: The Common Areas in the Real Estate Project that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis are listed in Schedule C hereunder written.
- 5.9.9 Whole Project Included Amenities: The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Buyer and other Buyer(s) in the Whole Project on a non-exclusive basis (Whole Project Included Amenities) are listed in Schedule D hereunder written. The Buyer agrees and accepts that the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project.
- 5.9.10 Maximum FAR: The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the RBGP and all other concerned authorities, and construct additional built-up area – (i) by way of additional apartments and/or additional floors on the Said Tower/Building; and/or (ii) additional buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Tower/Building without however, adversely affecting the Said Apartment being sold hereunder, and to carry out construction work accordingly. The Buyer hereby irrevocably agrees and gives his/her/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Tower/Building for the aforesaid purpose and to put up construction accordingly. This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyer shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Tower/Building being affected by such construction. The Buyer hereby agrees to give all facilities and co-operation as the Promoter/Developer may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter/Developer as aforesaid.
- 5.9.11 Satisfaction of Buyer: The undertaking of the Buyer to the Owners and the Promoter/Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the

Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.9.12 Rights Confined to Said Apartment And Appurtenances: The undertaking of the Buyer to the Owners and the Promoter/Developer that the right, title and interest of the Buyer is confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property/Larger Property and the Said Tower/Building to third parties at the sole discretion of the Promoter/Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 Hereby Made: The Owners and the Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in Schedule B below, being:

6.1.1 Said Apartment: The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having super built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less,, being more particularly described in Schedule B below and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2", in Tower/Building No. _____, being a part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on _____ under Registration No. _____, the Real Estate Project is constructed on the Project Property as shown in Blue colour boundary line on the Plan annexed and marked as Annexure "1" hereto and more particularly described in Schedule A-2 below.

6.1.2 Land Share: The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Tower/Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the carpet area of the Said Apartment bears to the total carpet area of the Said Tower/Building.

6.1.3 Said Parking Space: The Parking Space, being the right to park in the parking space/s described in Schedule B below, if any.

6.1.4 Share In Common Areas: The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in Schedule C below.

7. Consideration and Payment

7.1 Consideration: The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Promoter/Developer in consideration of a sum of Rs. _____/- (Rupees _____), paid by the Buyer to the Owners (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

8. Terms of Transfer

8.1 Title, Sanctioned Plans and Construction: The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

(a) The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Tower/Building and the Said Apartment And Appurtenances;

(b) The sanctioned plans sanctioned by the RBGP;

(c) The construction and completion of the Said Tower/Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 Measurement: The Buyer has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 Salient Terms: The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is:

8.3.1 Conveyance: sale within the meaning of the Transfer of Property Act, 1882.

8.3.2 Absolute: absolute, irreversible and in perpetuity.

8.3.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debentures, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 Benefit of Common Portions: subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the Schedule C below, in common with the other co-owners of the Said Tower/Building, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartment in the Said Tower/Building).

8.4 Subject to: The sale of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:

8.4.1 Payment of Rates & Taxes: the Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Apartment And Appurtenances.

- 8.4.2 Payment of Monthly Subscription, User Charge for Said Club: the Buyer regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter/Developer.
- 8.4.3 Payment of Maintenance Charge: the Buyer regularly and punctually paying proportionate share (Maintenance Charge) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in Schedule F below (collectively Common Expenses/Maintenance Charge).
- 8.4.4 Observance of Covenants: the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Schedule E below.
- 8.4.5 Indemnification by Buyer: indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer.

9. Possession

- 9.1 Delivery of Possession: Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter/Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

10. Outgoings

- 10.1 Payment of Outgoings: All municipal taxes on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Buyer (Date Of Possession), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

11. Holding Possession

- 11.1 Buyer Entitled: The Owners and the Promoter/Developer hereby covenant that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any

person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

12. Further Acts

12.1 Owners and Promoter/Developer to do: The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

12.2 Promoter/Developer to do: The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

13. Defect Liability:

13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the RBGP.

13.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Buyer is/are aware that the Said Tower/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter in this regard.

13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.

13.4 Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the

Promoter/Developer to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

14. General

14.1 Conclusion of Contract: The Parties have concluded the contract of Conveyance in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.2 Over Riding Effect: It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

15. Interpretation

15.1 Number: Words denoting the singular number include, where the context permits an requires, the plural number and vice-versa.

15.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

15.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

15.4 Documents: A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

Part I

(the said Property)

Land measuring 1535.45 (one thousand five hundred and thirty five point four five) decimal, more or less, equivalent to about 45 (forty five) bigha, comprised in R.S./L.R. Dag Nos. 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 874, 875, 876, 877, 878, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 907, 908, 909, 910, 911, 912, 917, 918, 919, 920, 923, 924, 925 and 926, L.R. Khatian No. 164/3, Mouza Bishnupur, J.L. No. 44, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 2 No. Gram Panchayat, District North 24 Parganas.

Part II

(Devolution of Title)

1. By virtue of 70 (seventy) registered Deeds of Conveyance (collectively Said Deeds), the Owner purchased the Said Property from several persons, free from all encumbrances and for the consideration mentioned in the Said Deeds. The registration details of the Said Deeds are given below:

Sl. No.	Date	Registration Office	Book No.	Volume No.	Pages	Being No.	Year
1.	25.1.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	10	371-378	387	2000
2.	02.02.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	13	111-118	481	2000
3.	02.02.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	13	89-98	479	2000
4.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	75-82	1341	2000
5.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	99-106	1344	2000
6.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	91-98	1343	2000
7.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	83-90	1342	2000
8.	28.04.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	60	207-216	2377	2000
9.	29.06.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	100	325-332	4036	2000
10.	19.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	71	1-8	2802	2000
11.	26.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	70	389-396	2800	2000

12.	29.06.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	100	333-340	4037	2000
13.	28.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	106	351-360	4274	2000
14.	25.10.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	144	83-88	5723	2000
15.	21.05.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	270	90-102	05091	2001
16.	21.05.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	181	1-16	03428	2001
17.	18.07.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	267	125-136	05040	2001
18.	17.08.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	309	15-37	05812	2001
19.	21.04.2006	A.D.S.R., Bidhannagar (Salt Lake City)	I	467	218-249	7769	2006
20.	21.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	102	100-113	01921	2001
21.	29.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	126	160-178	2412	2001
22.	28.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	106	361-368	4275	2000
23.	20.12.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	69	212-249	01281	2002
24.	03.09.2002	A.D.S.R., Bidhannagar (Salt Lake City)	I	391	127-154	07060	2002

25.	27.08.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	319	274-300	0602 4	2001
26.	03.09.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	344	19-46	0647 7	2001
27.	09.01.200 2	A.D.S.R., Bidhannagar (Salt Lake City)	I	94	77-93	0174 0	2002
28.	17.04.200 0	A.D.S.R., Bidhannagar (Salt Lake City)	I	137	208-222	0260 6	2001
29.	21.08.200 0	A.D.S.R., Bidhannagar (Salt Lake City)	I	116	305-312	4655	2000
30.	07.12.200 0	A.D.S.R., Bidhannagar (Salt Lake City)	I	184	23-36	7368	2000
31.	30.04.200 2	A.D.S.R., Bidhannagar (Salt Lake City)	I	300	45-78	0545 5	2002
32.	18.09.200 2	A.D.S.R., Bidhannagar (Salt Lake City)	I	406	260-280	0732 3	2002
33.	24.09.200 2	A.D.S.R., Bidhannagar (Salt Lake City)	I	416	225-245	0749 0	2002
34.	03.01.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	7	136-163	0013 7	2001
35.	12.01.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	21	175-196	0037 0	2001
36.	30.01.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	26	209-228	0047 1	2001
37.	05.02.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	35	1-11	0064 0	2001

38.	22.02.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	66	183-199	0121 3	2001
39.	21.03.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	101	287-296	0191 4	2001
40.	26.03.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	113	105-125	0214 6	2001
41.	21.05.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	178	299-314	0338 7	2001
42.	11.02.200 3	A.D.S.R., Bidhannagar (Salt Lake City)	I	219	235-258	0388 7	2003
43.	10.06.200 5	A.D.S.R., Bidhannagar (Salt Lake City)	I	314	244-268	0514 4	2005
44.	14.09.200 5	A.D.S.R., Bidhannagar (Salt Lake City)	I	373	1-39	6107	2005
45.	21.08.200 1	A.D.S.R., Bidhannagar (Salt Lake City)	I	320	91-104	0603 0	2001
46.	25.06.200 2	A.D.S.R., Bidhannagar (Salt Lake City)	I	300	1-23	0545 2	2002
47.	26.09.200 2	A.D.S.R., Bidhannagar (Salt Lake City)	I	416	120-151	0748 6	2002
48.	14.07.200 0	A.D.S.R., Bidhannagar (Salt Lake City)	I	100	317-324	4035	2000
49.	14.07.200 0	A.D.S.R., Bidhannagar (Salt Lake City)	I	100	307-316	4034	2000
50.	09.05.200 0	A.D.S.R., Bidhannagar (Salt Lake City)	I	65	95-102	2573	2000

51.	21.06.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	85	143-150	3407	2000
52.	19.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	70	365-372	2797	2000
53.	19.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	71	9-16	2803	2000
54.	25.06.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	64	373-378	2595	1999
55.	25.08.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	91	163-172	3658	1999
56.	25.08.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	91	153-162	3657	1999
57.	20.08.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	308	161-179	0580 2	2001
58.	25.06.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	64	373-378	2596	1999
59.	21.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	101	297-316	0191 5	2001
60.	01.09.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	92	281-288	3709	1999
61.	13.02.2013	A.D.S.R., Rajarhat, New Town	I	03	7368 to 7401	0190 7	2013
62.	19.02.2013	A.D.S.R., Rajarhat, New Town	I	03	14024 to 14054	0220 6	2013

63.	03.04.2013	A.D.S.R., Rajarhat, New Town	I	06	5449 to 5482	03961	2013
64.	12.04.2013	A.D.S.R., Rajarhat, New Town	I	06	115484 to 11612	04266	2013
65.	15.11.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	156	93-100	06213	2000
66.	17.04.2013	A.D.S.R., Rajarhat, New Town	I	CD-7	394-427	04463	2013
67.	27.05.2013	A.D.S.R., Rajarhat, New Town	I	CD-9	4138 to 4167	06193	2013
68.	04.07.2013	A.D.S.R., Rajarhat, New Town	I	CD-12	5145 to 5171	08194	2013
69.	28.05.2013	A.D.S.R., Rajarhat, New Town	I	CD-8	13751 to 13777	05884	2013
70.	25.07.2013	A.D.S.R., Rajarhat, New Town	I	CD-13	9782 to 9800	09090	2013

2. Mutation: The Owner has mutated its name in the records of Land Revenue Settlement vide L.R. *Khatian* No. 164/3 with regard to portion of the Said Property.

Absolute Ownership of the Owner: In the abovementioned circumstances, the Owner has become the sole and absolute owner of the Said Property, free from all encumbrances.

SCHEDULE 'B'

(Said Apartment And Appurtenances)

(a) The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having super built up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less, in Tower/Building No. _____. The layout of the Said Apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2";

(b) The Said Parking Space, being the right to park _____ (_____) medium sized car/or _____ (_____) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex and _____ (_____) medium sized car/s in the multi-level car parking space (comprised in the separately constructed building being Tower/Building No. _____) within the Said Complex and _____ (_____) medium sized car/s and/or _____ (_____) two wheeler/s in the open space at the ground level of the Said Complex;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule C below, as be attributable and appurtenant to the Said Apartment; and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Tower/Building, as be attributable and appurtenant to the Said Apartment.

SCHEDULE 'C'

(Common Areas Of the Real Estate Project) (Which Are Part Of the Real Estate Project)

- Entrance Lobby at the ground level of the Said Tower/Building
- Lift machine room(s) and lift well(s) of the Said Tower/Building
- Water supply pipeline in the Said Tower/ Building (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Tower/Building
- Intercom Network in the Said Tower/Building
- Broadband connection in the Said Tower/Building, if any
- Lift(s) and allied machineries in the Said Tower/ Building
- Roof Area
- CCTV
- Lobbies on all floors and staircase(s) of the Said Tower/Building
- Water reservoirs/tanks of the Said Tower/Building
- Drainage and sewage pipeline in the Said Tower/Building (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation

- Network of Cable TV/DTH in the Said Tower/ Building, if any
- Fire fighting system in the Said Tower/Building
- External walls of the Said Tower/Building
- Stair Room

SCHEDULE 'D'

(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Buyer on a non-exclusive basis along with Buyer(s)/occupants in the Whole Project)

1. Club
2. Driveways, fire tender path, walk ways and landscaped green areas
3. Central drainage & sewage pipeline and central water supply pipeline
4. All other areas, facilities and amenities for common use and enjoyment of Said Complex

SCHEDULE 'E' (Covenants)

The Buyer covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

5. Satisfaction of Buyer: The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
6. Buyer Aware of and Satisfied with Common Areas and Specifications: The Buyer, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Tower/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project save and except the Said Apartment And Appurtenances.
7. Facility Manager: The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the

common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Buyer shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the buyers of the Said Complex/Whole Project.

8. Buyer to Mutate and Pay Rates & Taxes: The Buyer shall (1) pay the KMC Tax, surcharge, levies, cess etc. (proportionately for the Said Tower/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Promoter/Developer/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
9. Buyer to Pay Common Expenses/Maintenance Charges: The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
10. Buyer to Pay Interest for Delay and/or Default: The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer /the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer /the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.
11. Promoter/Developer's Charge/Lien: The Promoter/Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts

due and payable by the Buyer to the Promoter/Developer provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.

12. No Obstruction by Buyer to Further Construction: Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to construct further floors on and above the top roof of the Said Tower/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Promoter/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
13. No Rights of or Obstruction by Buyer: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
14. Variable Nature of Land Share and Share In Common Portions: The Buyer fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Tower/Building/Real Estate Project (2) if the area of the Said Tower/Building/ Real Estate Project is recomputed by the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.
15. Buyer to Participate in Formation of Association and Apex Body: The Buyer admits and accepts that the Buyer and other intending Buyer of apartments in the Said Complex shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (Apex Body). The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective

of his/her/its size of Apartment. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body.

16. Obligations of Buyer: The Buyer shall:

(a) Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

(b) Observing Rules: observe the rules framed from time to time by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex.

(c) Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.

(d) Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter/Developer or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Tower/Building, the Project Property, and outside walls of the Said Tower/Building save in the manner indicated by the Promoter/Developer/the Facility Manager/the Association (upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.

(e) Residential Use: use the Said Apartment for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter/Developers shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Tower/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Promoter/Developer /the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer /the Association (upon formation) for restoring it to its original state.

(g) No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Tower/Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Tower/Building and/or on any external part of the Said Tower/Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install

pipelines and ledge only at such places, as be specified and prescribed by the Promoter/Developer. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Apartment. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter/Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Tower/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Buyer accepts that the aforesaid covenants regarding grills, air- conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) No Sub-Division: not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.

(i) No Changing Name: not change/alter/modify the names of the Said Tower/Building and the Said Complex from that mentioned in this Conveyance.

(j) Trade Mark Restriction: not to use the name/mark The Rainforest in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Apartment and if the Buyer does so, the Buyer shall be liable to pay damages to the Promoter/Developer and shall further be liable for prosecution for use of the mark The Rainforest.

(k) No Nuisance and Disturbance: not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Tower/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(l) No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(m) No Obstruction to Promoter/Developer/Facility Manager/Association/ Apex Body: not obstruct the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the Said Tower/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Tower/Building/Said Complex/Whole Project/Project Property (excepting the Said Apartment and the Said Parking Space, if any).

(n) No Obstruction of Common Areas: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

- (o) No Violating Rules: not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (p) No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (q) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (r) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (s) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Tower/Building/Said Complex save at the place or places provided therefor provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Apartment.
- (t) No Floor Damage: not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (u) No Installing Generator: not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (v) No Use of Machinery: not install or operate any machinery or equipment except home appliances.
- (w) No Misuse of Water: not misuse or permit to be misused the water supply to the Said Apartment.
- (x) No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (y) No Hanging Clothes: not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (z) Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Buyer hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Buyer shall not raise any objection in any manner whatsoever with regard thereto and further the Buyer hereby confirms that the Buyer shall not violate any terms of the statutory requirements/fire norms.

17. Notification Regarding Letting/Transfer: If the Buyer lets out or sells the Said Apartment And Appurtenances, the Buyer shall immediately notify the Facility

Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's address and telephone number.

18. No Objection to Construction: The Buyer has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property and hence the Buyer has no objection to the continuance of construction in the other portions of the Larger Property/the Said Complex, even after the date of possession notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.
19. No Right in Other Areas: The Buyer shall not have any right in the other portions of the Larger Property/the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Larger Property/the Said Complex.
20. Roof Rights: A demarcated portion of the top roof of the Said Tower/Building shall remain common to all owners of the Said Tower/Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Tower/Building shall belong to the Promoter/Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Tower/Building as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Tower/Building.
21. Hoardings: The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, decide hoarding/board sites.
22. Said Club:
 - 18.1 The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (Said Club), intended for use and enjoyment of all buyers of the Whole Project. It is clarified that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer (2) the Buyer hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Project and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Project using all or part of the amenities and facilities provided in the Said Club.

18.2 Membership Obligation of Buyer: Membership of the Said Club being compulsory for all buyers of the Whole Project, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of Buyer(s) is more than 1 (one), as be nominated inter se among the Buyer(s)) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations and (3) the acceptance by the Buyer of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.

18.3 Membership Scheme of Said Club: The Buyer understands and accepts that (1) membership of the Said Club shall be open only to the Buyer of the Whole Project/Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) membership is open only to individuals (i.e. no corporate membership) and if the Buyer is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force and (7) if an Buyer lets out his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Buyer.

18.4 Facilities of Said Club: The Buyer understands and accepts that the Promoter/Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter/Developer.

18.5 Commencement of Operation of Said Club: The Promoter/Developer reasonably expects that the Said Club shall be made operational after the entirety of the Real Estate Project is completed and made ready. The Buyer understands and accepts that the date of possession of the Said Apartment and/or Completion Date of the Said Block/Building have no connection and correlation with the Said Club becoming operational and the Buyer shall not raise any claim or objection in this regard.

- 18.6 Club Manager: The Buyer understands and accepts that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (Club Manager), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Buyer further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter/Developer and the buyers of the Said Complex/ shall have no right to replace the Club Manager.
- 18.7 Membership Fee, Security Deposit and Monthly Subscription: The Buyer understands and accepts that (1) the Buyer does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Buyer may have to pay separate amounts towards membership fee (2) the Buyer may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Buyer will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyer resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter/Developer and this shall be in addition to the Common Expenses/Maintenance Charges.
- 18.8 User Charge: The Buyer understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

SCHEDULE 'F' (Common Expenses)

1. Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Tower/Building and the Said Complex and the road network, STP etc.
3. Association: Establishment and all other capital and operational expenses of the Association of Allottes.
4. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Tower/ Building] and the road network, STP etc.
6. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license

fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

7. Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Tower/Building and the Said Complex save those separately assessed on the Buyer.
8. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. Fire Fighting: Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

16. Execution and Delivery

16.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date

mentioned above.

Drafted by:

Advocate,

High Court, Calcutta

Witnesses:

Signature _____
Name _____ Father's Name _____
_____ Address _____

Signature _____
Name _____ Father's Name _____
_____ Address _____

Authorized Signatory [Owners]

Authorized Signatory [Promoter/Developer]

Authorized Signatory [Buyer]

Drafted by:

Advocate,

High Court, Calcutta

Witnesses:

Signature _____
Name _____ Father's Name _____
Address _____

Signature _____
Name _____ Father's Name _____
Address _____

Receipt of Consideration

Received from the within named Buyer the within mentioned sum of
Rs. _____ /-(Rupees _____) towards
full and final payment of the Consideration for the Said Apartment And Appurtenances
described in Schedule B above.

Witnesses:

Signature _____ Name : _____

Authorized Signatory [Promoter/Developer]

Signature _____ Name _____