

AND

..... (PAN:.....) (Aadhaar No.) son/daughter/wife of citizen of India, by faith, by occupation and residing at hereinafter jointly referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

W H E R E A S

1. That one Kulsum Bai widow of Oosman Jamal was seized and possessed of or otherwise well and sufficiently entitled as and for an absolute and indefeasible estate of inheritance in fee simple and in possession or an estate equivalent thereto free from all encumbrances, charges, attachments and liens whatsoever to All That brick-built messuage or dwelling house together with piece or parcel of revenue redeemed land thereunto belonging and on part whereof the same is erected and built containing by estimation 1 Bigha 3 Cottahs and 6 Chittacks more or less situate lying at and being Premises now known as 3 (formerly 1/2) Robinson Street within the Municipal limits of the town of Kolkata.

2. That said Kulsum Bai by an Indenture dated 20th May 1947 sold transferred and conveyed the said property being Premises No. 3, Robinson Street, Kolkata to one Gadadhar De son of Late Kali Pada De for a valuable consideration and the said Indenture was duly registered with the Registrar of Calcutta in Book No. I, Volume No. 36, Pages 195 to 199, Being No. 1729 for the year 1947.

3. That said Gadadhar De by an Indenture of Mortgage dated 20th May 1947 mortgaged his several properties including the said property No. 1 to Smt. Sarashi Bala Debi of 34, Ballygunge Circular Road within the Municipal limits of the town of Calcutta in the town of Calcutta against an advance and the said Indenture of Mortgage was duly registered with the Sub-Registrar of Calcutta in Book No. I, Volume No. 50, Pages 248 to 259, Being No. 1767 for the year 1947.

4. That said Gadadhar De by another Indenture of Mortgage dated 17th September 1947 mortgaged several properties including the said property No. 1 subject to the Indenture of Mortgage dated 20th May 1947 and the said Indenture of Mortgage was registered with the Sub-Registrar of Calcutta in Book No. I, Volume No. 97, Pages 151-169, Being No. 3169 for the year 1947.

5. That said Smt. Sarashi Bala Debi by an Indenture dated 2nd day of April 1954 retransferred reconveyed and reassigned unto said Gadadhar De All Those mortgaged properties including the said property 3, Robinson Street, Kolkata and the said Indenture was duly registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 58, Pages 89 to 94, Being No. 1786 for the year 1954.

6. That by an Indenture of Mortgage dated 11th March 1959 and made between said Gadadhar De as Mortgagor of the One Part and Jyotsna Kumar Mitter as Mortgagee of the Other Part and registered at the office of the Sub Registrar of Assurances at Calcutta in Book No. I, Volume No. 133, Pages 22 to 30, Being No. 5078 for the year 1959 for and in consideration of advance made by the Mortgagee to the Mortgagor, said Gadadhar De granted conveyed to the Mortgagee the said property subject to the provision therein contained.

7. That said Gadadhar De by an Indenture dated 22nd June 1959 duly registered before the Sub-Registrar of Assurance, Calcutta in Book No. I, Volume No. 50, Pages 231 to 235, Being No. 2790 for the year 1959 created a Trust and granted transferred and conveyed the said property No. 1 in favour of his wife Smt. Santi De as sole trustee subject to the Trust and uses therein mentioned .

8. The said Trust Deed inter alia provided that during the lifetime of the trustee, the trust property and the benefits arising therefrom were to be enjoyed by the Settlor's two sons, subject to the other terms and conditions as laid down in the said Deed of Trust. The said Trust Deed further provided that after the death of said Smt. Santi De, the trustee, the trust would come to an end and the trust property would devolve upon Sri Aurobindo De and Sri Arun Kumar De the sons of the said Settlor Gadadhar De and/or any other sons and daughters that may thereafter be born absolutely in equal shares.

9. That said Jyotsna Kumar Mitter by an Indenture dated 21st September 1962 retransferred reconveyed and reassigned All That the said property No.1 unto and in favour of said Smt. Santi De and the said Indenture was duly registered with the Sub Registrar of Assurances, Calcutta in Book No. I, Volume No. 150, Pages 164 to 167, Being No. 5136 for the year 1962.

10. The trust created by said Gadadhar De came to an end with the death of the trustee, Smt. Santi De on 17.05.2014 and in terms of the said Deed of Trust, the said property devolved upon said two sons namely Sri Aurobindo De and Sri Arun Kumar De as said Gadadhar De had no other son and/or daughter during his lifetime.

11. Thus said Sri Aurobindo De and Arun Kumar De became the absolute Owner of the said property (hereinafter referred to as the Property no.1) each having undivided one half share .

12. That said Sri Aurobindo De died intestate on 10.06.2015 leaving behind surviving his only son Sri Partho De and only daughter Ms. Debjani De as his legal heirs under Dayabhaga School of Hindu Law by which he was governed during his lifetime and at the time of his death. Smt. Arati De wife of Sri Aurobindo De died intestate on 03.11.2005.

13. That Ms. Debjani De who was spinster during her lifetime died intestate on 11.06.2015 leaving behind her only brother Sri Partho De as her legal heir under Dayabhaga School of Hindu Law by which she was governed during her lifetime and at the time of her death.

14. Thus said Sri Partho De by way of inheritance became the absolute Owner of undivided one half share of the said property and said Sri Arun Kumar De remains Owner of the other half of the said property.

15. The said Sri Arun Kumar De by an Indenture dated 2nd May, 2017 sold transferred and conveyed in favour of the VENDOR/PROMOTER All That undivided one half share of the said property being All That land measuring 23 cottahs and 3 chittacks with structure situated at Premises No. 3, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 and the said deed of Conveyance is duly registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1902-2017, Pages from 38447 to 38487, Being No. 190201232 for the year 2017.

16. That said Sri Partho De who was bachelor during his lifetime died intestate on 21.02.2017 leaving behind his uncle Sri Arun Kumar Dey (father's full blood brother) as his only legal heir under Dayabhaga School of Hindu Law by which he was governed during his lifetime and at the time of his death.

17. The said Sri Arun Kumar De by another Indenture dated 2nd May 2017 sold transferred and conveyed in favour of the VENDOR/PROMOTER All That undivided remaining one half share of the said property no.1 being land measuring 23 cottahs and 3 chittacks with structure situated at Premises No. 3, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 and the said deed of Conveyance is duly registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1902-2017, Pages from 38406 to 38446, Being No. 190201233 for the year 2017.

18. That by virtue of the said two Indentures the VENDOR/PROMOTER became the absolute Owners of the said property being Premises No. 3, Robinson Street, P. S. Shakespeare Sarani, Kolkata 700017 and thereafter recorded its names as Owners of the Premises No. 3, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 in the Books of the Kolkata Municipal Corporation and obtained Mutation Certificate.

19. That one Bholanath Dash son of Adhar Chandra Dash was the absolute Owner and seized and possessed of and otherwise sufficiently entitled to All That property lying and situate at Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 measuring about 19 cottahs and 12 chittacks be the same a little more or less by dint of an Indenture dated 29th April 1920 duly registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 96, Pages 51 to 61, Being No. 2366 for the year 1920 (hereinafter referred to as the Property no.2).

20. That said Bholanath Dash with an intention to make provision for members of his family dependent on him and for certain other purposes created a Trust by an Indenture dated 1st December 1934 representing himself as Settlor and transferred his several properties including the said property being Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 upon the said Trust. The said Bholanath Dash as Settlor appointed himself, Priyonath Dutt and Probodh Chandra Bhor as Trustees of the said Trust.

21. The said Indenture was duly registered with the Sub Registrar, Registrar of Assurances-I in Book No. I, Volume No. 83, Pages 229 to 242, Being No. 4228 for the year 1934.

22. That upon the demise of the Settlor said Bholanath Dash on 22nd February, 1938, the then surviving Trustees said Prionath Dutt and Probodh Chandra Bhor jointly appointed Debendra Nath Dash son of the Settlor Late Bholanath Dash as new Trustee by Deed of Appointment dated 4th March, 1938 and the same was executed and registered in the Office of the Registrar of Assurance, Calcutta in Book No, I Volume No, 6 Pages 5 to 13 and Being No. 802 for the year 1938.

23. That upon the demise of the said Prionath Dutt one of the First Trustee on 27th April 1955, the then surviving Trustees the said ProbodhBhor and Debendranath Dash jointly appointed Sri Subodh Kumar Dutt, son of Jugal Kishore Dutt as new Trustee by Deed of Appointment dated 06.05.1955 and the same was executed and registered at the Office of the Registrar of Assurances, Kolkata in the Book No.I, Volume No. 50 Pages 224 to 235 and Being No. 2010 for the year 1955.

24. That upon the demise of the said Debendra Nath Dash on 7th March 1956, the then surviving Trustees the said Probodh Chandra Bhor and Subodh Kumar Dutt jointly appointed Manindra Nath Dash son of Late Bholanath Dash as new Trustee by Deed of Appointment and the same was executed and registered at the Office of the Registrar of Assurances, Kolkata in Book No.I, Volume No.27 Pages 271 to 283 and Being No. 1149 for the year 1956.

25. That upon the demise of the said Probodh Chandra Bhor one of the first Trustees on 16th February, 1976, the then surviving Trustees the said Subodh Kumar Dutt and Manindra Nath Dash jointly appointed Satya Saran Das son of Late Harish Chandra Das as new Trustee by Deed of Appointment dated 27.02.1976 and the same was executed and registered at the Office of the Registrar of Assurances, Kolkata in Book No.I, Volume No.83 Pages 67 to 81 Being No.1205 for the year 1976.

26. That upon the demise of the said Manindra Nath Dash on 5th August, 1976, the then surviving Trustees, the said Subodh Kumar Dutt and Satya Saran Das jointly appointed Sri Dinendra Nath Dash son of Late Manindra Nath Dash as new Trustee by Deed of Appointment dated 18.08.1976 and the same was executed and registered at the Office of the Registrar of Assurances, Kolkata in Book No.I Being No.3229 for the year 1976.

27. That upon the demise of the said Satya Saran Das on 18th January, 1999, the then surviving Trustees, the said Subodh Kumar Dutt and Dinendra Nath Dash jointly appointed Sri Prosun Kumar Satpati son of Dr. Saroj Kumar Satpati by Deed of Appointment dated 12.03.1999 and the same was executed and registered at the office of the District Registrar, Hooghly in Book No.I, Being No. 579 for the year 1999.

28. That upon willingness and acceptance of resignation of the said Trustee Sri Subodh Kumar Dutt, the said Dinendra Nath Dash and Prosun Kumar Satpati the surviving and continuing Trustees appointed Sri Biswanath Bhor son of Late Arun Chandra Bhor as a new Trustee by an Indenture registered at the District Register Office at Hooghly in Book No.I Being No.2187 for the year 1999.

29. That upon willingness and acceptance of resignation of the said Trustee Biswanath Bhor, the said Dinendra Nath Dash and Prosun Kumar Satpati the surviving and continuing Trustees appointed Sri Sushil Kumar Pal son of Late Rohini Kumar Pal as a Trustee by an Indenture dated 4th October 2012 in place and stead of the said Biswanath Bhor and was duly registered with the Additional Registrar of Assurances-III, Kolkata in Book No.IV, Being No. 5978 in the year 2012.

30. That under the existing situation, the Trustees in order to prevent further injury or deterioration and on ground of such urgent and bonafide legal necessity has by a resolution dated 11th November, 2018 resolved to sell the said property being Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017.

31. The said Estate Bholanath Dash by an Indenture dated 13th March, 2019 sold transferred and conveyed in favour of the VENDOR/PROMOTER All That the property being land measuring about 19 cottahs and 12 chittacks be the same a little more or less with building standing thereon situated at Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 and said Indenture is duly registered in the office of the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No.

1902-2019, Pages from 46283 to 46343, Being No. 190201267 for the year 2019.

32. Thus the Vendors became the absolute Owners of the said property No. 2 being Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 and caused mutation of its name as Owners of the Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata 700017 in the Books of the Kolkata Municipal Corporation.

33. The Vendors thereafter applied and obtained approval of amalgamation of the Premises Nos. 3, Robinson Street, Kolkata 700017 with Premises No, 2, Robinson Street, Kolkata 700017.

34. Thus the Vendors jointly became the absolute Owners of the amalgamated property now numbered as Premises No.2, Robinson Street, Ward No. 63, P.S.- Shakespeare Sarani, Borough: VII, Kolkata-700017, measuring about a land area of 42 cottahs and 18 chittacks with several buildings standing thereon having 50%, 25% and 25% share respectively .

35. The Vendors are thus the absolute and lawful Owners of All That the piece and parcel of land measuring more or less 42 cottahs and 18 chittacks being Premises No.2, Robinson Street, P. S. Shakespeare Sarani, Kolkata 700017 morefully described in the First Schedule.

36. The said Premises is earmarked for the purpose of building a Project as hereinafter defined by the Vendors.

37. The Vendors had applied for and obtained sanction of building plan vide B.P. No.2023070070 dated 30.06.2023 by the Kolkata Municipal Corporation to construct a Ground plus 14 storied building at the said Premises after demolishing the existing structure thereon [herein after referred to as the **said Plan**).

38. The Vendor No.2 and Vendor No.3 herein have appointed by way of their Board Resolution dated M/s. KIC Resources Ltd. one of the Vendor as the Promoter of the said project and shall be exclusively responsible for the construction, erection, development, marketing and do all other acts deeds and things necessary for the purpose of developing the said premises. The Promoter shall raise the demand to the Purchaser/s and the Purchaser/s shall make payment to the Promoter against the said demand.

39. In pursuance of the said Plan the Promoter has commenced construction of the said Project at the said Property on behalf of the Vendors.

40. Subsequently to the commencement of the Real Estate (Regulation and Development) Act, 2016, the Promoter has applied for registration of the said Project under the provisions of the said Act and has obtained the Registration Number from the said Authority being No.**dated**

41. In pursuance of and in terms of the said plan the Promoter has completed the construction of the project namely "AKSHARAM" upon the piece and parcel of the land described in the First Schedule hereunder written and obtained the Completion Certificate dated being no. from the Kolkata Municipal Corporation.

42. By an Agreement for Sale dated the made between the Vendors herein, therein referred to as the Vendors of the One Part, and the Purchasers herein, therein referred to as the Allottee of the Other Part (hereinafter referred to as said **Sale Agreement**) the Vendors have agreed to sell and the Purchaser has agreed to purchase **All that** the residential Apartment **No.** containing a **sq.ft.** utility room sq. fts. exclusive verandah area of Sq. fts., terrace area sq. fts. be the same a little more or less on the **Floor** of the building known as "**AKSHARAM**" more fully and particularly described in the **Part I** of the **Second Schedule** thereunder written Together With the undivided proportionate impartible part or share in the land comprised in the said property more fully and particularly described in the **First Schedule** (hereinafter referred to as the "said apartment") thereunder written, attributable to the said apartment Together With the right to park car on the ground level of the said building more fully and particularly described in the **Part II** of the **Second Schedule** thereunder written and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part I** of the **Third Schedule** thereunder written at and for the consideration therein mentioned and on the terms and conditions appearing in the said Sale Agreement forming part of the said agreement and on the other terms and conditions therein contained free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

43. The Said Agreement dated was duly registered in the office of in Book no....., Volume no....., Pages from to Being no..... for the year

44. At the request of the Purchaser and pursuant to the said Agreement for Sale, the Vendors have agreed to transfer the said Apartment and the covered Car Parking Space described in the Part I and Part II of the **Second Schedule** together with undivided proportionate impartible part or share in the land comprised in the said Property more fully and particularly described in the **First Schedule** hereunder written, attributable to the said Apartment to the Purchaser and the Purchaser shall pursuant to the provisions of the said Act transfer the common areas in favour the Association to be formed for the said Project at a later stage under section 10 of the West Bengal Apartment Ownership Act.

45. At or before execution of this Indenture, the Purchaser has inspected, investigated and satisfied themselves as follows:-

- i) the title of the Vendors to the said Property;
- ii) the validity of the sanctioned plan of the new building;
- iii) the workmanship, specifications, materials used in the said Apartment;
- iv) the structural stability of the building;
- v) the right of the Vendors to sell and transfer the said Apartment and the right of the Promoter to construct the said project;
- vi) the carpet area and the super built-up area of the said Apartment and the proportionate common area, facilities and amenities;
- vii) the fittings and fixtures installed and
- viii) the location of car parking spaces

46. The terms and conditions rights and obligations contained in the said Sale Agreement would apply to this Indenture as far as possible or applicable or practicable.

47. Unless in this Indenture there is something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ASSOCIATION - shall mean any company under the Companies Act, 2013 or an Association of Purchasers in the Project to be duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.

BUILDING – shall mean the new building constructed on the said Property or on the part thereof containing **Ground plus Fourteen** storied are constructed and meant for residential purpose consisting of several independent and self contained residential apartments, duplex apartment, mechanical, ground floor level and other constructed areas in accordance with the specifications and sanctioned plan.

BUILT UP AREA - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the open terrace, balcony area or verandah or utility room, if any.

CAR PARKING SPACE - shall mean all the spaces in the portions at the mechanical ground floor level and mechanical, whether open or covered, of the Project expressed or intended to be reserved for parking of motor cars.

CARPET AREA - shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression ‘exclusive balcony or verandah area means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser/s, and ‘exclusive open terrace area’ means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the Purchaser/s.

COMMON AREAS- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written.

COMMON FACILITIES AND AMENITIES: shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder.

COMMON MAINTENANCE EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Purchaser as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Purchaser/s.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common

CO-TRANSFEREES – shall mean all the buyers/owners who for the time being have either completed the purchase of any Apartment in the building or have agreed to purchase any Apartment in the building and have taken possession of such Apartment.

MAINTENANCE-IN-CHARGE – shall mean upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the Promoter and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Promoter.

PLANS - shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Plan No. B.P. No.2023070070 dated 30.06.2023 by the Kolkata Municipal Corporation to construct a Ground plus 14 storied residential purposes consisting of self contained independent residential apartments, duplex apartment and the car parking spaces whether mechanical, at the basement or covered car parking spaces at the ground floor level of the new building within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Property or on the part thereof known as “**AKSHARAM**”.

PROJECT – shall mean the residential building known as “**AKSHARAM**” comprising of the Ground plus fourteen storied (G+14) which are constructed and meant for residential purpose consisting of self contained independent residential apartments, duplex apartment and the car parking spaces whether mechanical, open or covered car parking spaces at the

ground floor level of the new building within the said Project and the Common Areas and Common Facilities and Amenities constructed by the Promoter in terms of the said Plan on the said Property or on the part thereof together with all easement rights and appurtenances belonging thereto.

RULES- shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

REGULATIONS- shall mean the Regulations made under the THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

SAID APARTMENT – shall mean **ALL THAT** the Apartment No. containing a carpet area of sq. ft be the same a little more or less corresponding built-up area of Sq.ft. be the same a little more or less and super built-up area of Sq. ft on the floor of the building known as **“AKSHARAM”** more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written together with the undivided proportionate impartible part or share in the land comprised in the said Property more fully and particularly described in the **First Schedule** hereunder written, attributable to the said Apartment and together with the right to park car in the covered/Open/mechanical car parking space on the ground level of the new building in the parking area within the project more fully and particularly described in the **Part II** of the **Second Schedule** hereunder written and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part I** and **Part II** of the **Third Schedule** hereunder written.

SAID PROPERTY – shall mean All That the piece and parcel of land containing an area of 42 Cottahs 18 Chittacks be the same a little more or less situate lying at and being premises No. 2, Robinson Street, Police Station-Shakespeare Sarani, Kolkata-700017, Ward No.63, within the limits of Kolkata Municipal Corporation, more fully and particularly mentioned and described in the **First Schedule** hereunder written.

SAID SHARE – shall mean proportionate undivided indivisible impartible share in the said land comprised in the said Property and in the Project attributable to the said Apartment agreed to be purchased hereunder by the Purchaser.

SECTION- shall mean a section of the Act.

NOW THIS INDENTURE WITNESSETH THAT :-

In pursuance of the said agreement and in consideration of the sum of **Rs. (Rupees**) only paid by the Purchaser to the Promoter at or before the execution of these presents (the receipt whereof the Vendors and Promoter do hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit, release and discharge the Purchasers and the said Apartment hereby intended to be sold and transferred), the Vendors do and each of them doth hereby grant transfer convey assure and assign unto and in favour of the Purchasers **ALL THAT the Apartment No.** containing a carpet area of Sq. ft be the same a little more or less corresponding built-up area of Sq.ft. be the same a little more or less and super built-up area of Sq. ft for the registration of Deed of Conveyance and building maintenance charges on the **floor** of the building of the building known as **“AKSHARAM”** more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour **RED** thereon Together With the right to park car in the covered car parking space on the ground level of the new building in the parking area within the project-more fully and particularly described in the **Part II** of the **Second Schedule** hereunder written, and Together With the undivided proportionate impartible part or share in the land comprised in the said property more fully and particularly described in the **First Schedule** hereunder written, attributable to the said Apartment and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part I** and **Part II** of the **Third Schedule** hereunder written, (hereinafter collectively referred to as the **Said Apartment And The Rights And Properties Appurtenant Thereto**) absolutely and forever free from all encumbrances charges liens attachments trusts whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas amenities and facilities in common with Co-Transferees and the other lawful occupants of the said building **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TOGETHER WITH** all rights, liberties, privileges, easements and appurtenances whatsoever of the Vendors into or upon the said Apartment and the said undivided, impartible Share hereby conveyed **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers absolutely and forever and free from all encumbrances subject to payment of such common maintenance expenses as mentioned in the **Fourth Schedule** hereunder and in the Said Agreement for Sale.

**AND THE VENDORS AND THE PROMOTER DO AND EACH OF THEM
DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors and Promoter done or executed or knowingly suffered to the contrary, the Vendors are now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the Said Apartment And The Rights And Properties Appurtenant thereto hereby granted, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use, trust, encumbrances or otherwise whatsoever to alter, defeat, encumber or make void the same.
- (b) AND that notwithstanding any act deed or thing whatsoever as aforesaid, the Vendors now have good right, full power and absolute authority to grant, transfer and assign All that the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.
- (c) AND that the Said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispensens, debutter or trusts made or suffered by the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And The Rights And Properties Appurtenant thereto.
- (d) AND that the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive the rents, issues and profits thereof of the Said Apartment without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any persons having or lawfully or equitably claiming as aforesaid.
- (e) AND that the Purchaser shall be kept free, clear and absolutely discharged, saved, harmless and kept indemnified against all estates charges encumbrances liens attachments lispensens debutter or trust claims and demands whatsoever created occasioned or made by the Vendors and the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

- (f) AND further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And The Rights And Properties Appurtenant thereto or any part thereof under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and at the costs of Purchaser make, do, execute or cause to be done and executed all such acts, deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The Rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.
- (g) AND also the Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the Said Apartment And The Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached or encumbered or affected in title or otherwise.
- (h) AND in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days.
- (i) The Vendors shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchasers produce or cause to be produced to the Purchaser or their Attorney or agents or before any Court, Tribunal, Board Authority or firm for inspection or otherwise as occasion shall require the title deeds in connection with the said Property and also shall at the request at the costs of the Purchaser deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe, unobliterated and uncanceled.

II. THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNDIVIDED SHARE HEREBY CONVEYED AND THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO CONSTRUCTED BY THE PROMOTER AS FOLLOWS:-

- a) The Purchaser has read and understood the terms of the Agreement for Sale, which is treated as part of this Indenture, and have accepted the terms and conditions thereof. The Purchaser do and each of them doth hereby covenant with the Promoter to be always bound by the same and shall not violate the same in any manner whatsoever.
- b) to co-operate with the Maintenance In charge and other Purchaser in the management and maintenance of the building and the Project and other Common Purposes and formation of the Association.
- c) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said building and the said Project and in particular the Common Areas, Amenities and Facilities of the said Project and other common purposes.
- d) to use the said Apartment only for residential purpose in a decent and respectable manner and for no other purpose and not to use the said Apartment or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Co-Purchasers/ occupiers of the other portions of the said building and/or to the other owners and occupiers of the said Project or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- e) not to subdivide the said Apartment and the parking spaces or any portion thereof.
- f) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the Said Apartment and proportionately for the new building and/or common parts/areas and wholly for the Said Apartment and/or to make deposits on account thereof in the manner mentioned in the Agreement for Sale to the

Promoter and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Said Apartment has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Promoter and upon formation of the Association to such Association.

g) To pay charges for electricity in relation to the said Apartment wholly and proportionately relating to the common parts.

h) To maintain or remain responsible for the structural stability of the Said Apartment and not to do anything which would have the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the Said Apartment any goods which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.

i) not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of his own car.

j) not to park car on the pathway or open spaces of the building at any other place except the space allotted to them and shall use the pathways as would be decided by the Promoter.

k) not to let out transfer or part with the possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Said Apartment with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other Co-owner of the building and none else.

l) not to allow watchman, driver, domestic servants or any other person employed by the Purchasers or their agents to sleep in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.

m) unless the right of parking motor car is expressly granted and mentioned in the **Part II** of the **Second Schedule** hereunder written, the Purchaser shall not park any motor car or any other vehicle at any place in the building (including in the open space at the said project) and if the right to park car is so expressly granted and mentioned in the **Part II** of the **Second Schedule** the Purchasers shall use the Car Parking Space only for the purpose of parking of his four wheeler.

n) not to keep in the parking place anything other than private four wheeler. Dwelling or staying of any person in the said car parking space or blocking by putting any articles shall not be permitted. No vehicle belonging to the Purchaser or to a member of the family or guest, tenant or lessee shall be parked anywhere in the open space save and except the guest parking space specially designated for the same or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

o) not to use any part of or other Common Areas of the building and the said Project for bathing, washing car or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Co-transferees.

p) to use the Common Areas only to the extent required for ingress to and egress from the Said Apartment of men and materials and passage of utilities and facilities.

q) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the building and the said project.

r) not to claim any right whatsoever or howsoever over any other Apartment or portion of the building.

s) not to claim any right of whatsoever nature over and in respect of any terrace appurtenant to any Apartment and not specifically allowed to be used by the Purchaser, and the same shall remain the exclusive property of the apartment owner to whom specific right is or to be so granted.

t) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the Said Apartment save and except a letter-box in the ground floor at the designated place as be expressly approved or provided by the Promoter and a decent nameplate or signage outside or above the main gate of their Said Apartment. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Said Apartment.

u) not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Maintenance in-charge in writing or in the manner as same as may be in which it was previously decorated.

v) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other common Areas or in any other portion of the building nor into lavatories, cisterns, water or soil pipes serving the building nor allow or permit any other Co-transferee to do so.

w) to keep the Said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartment/parts of the building and not to do or cause to be done anything in or around the Said Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment. In particular and without prejudice to the generality to the foregoing, the Purchasers do and each of them doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the Said Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

x) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the said Apartment.

y) maintain at their own costs, the Said Apartment in the same good condition state and order – clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESE, and/or any statutory authority and/or local body with regard to the user and maintenance of the Said Apartment as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the building and the project and to make such additions and alterations in or about or relating to the Said Apartment and/or the building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Vendors and Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendors and Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchaser.

z) to keep all the pipes, drains, basins, sinks and water closets, in the said Flat clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.

aa) to collect and/or to remove all refuse or rubbish whatsoever from the Said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places in the building or in the project by the Maintenance In-charge.

bb) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Said Apartment or any part of the building or the project any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the Said Apartment save and except such as shall have been previously approved in writing by the Maintenance in-charge.

cc) not to change or in any way, vary the frontage or the entrance door of the Said Apartment approved by the Promoter or Maintenance in-charge for access to the Said Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Promoter or Maintenance in-charge, which shall not to be unreasonably withheld.

dd) to insure and keep insured the Said Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Maintenance In-charge on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-Indemnity Clause and if the Purchasers at any time fail to keep the Said Apartment insured as aforesaid, Maintenance in-charge may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Purchasers to Maintenance in-charge. Maintenance in-charge and/or the respective holders of areas in rest of the building shall insure their respective area as such policy shall include similar cross indemnity clause covering the Purchasers for similar risks from the third party liabilities arising from the other parts of the building.

ee) to be solely responsible for all their equipment and other property at the Said Apartment.

ff) not to place or take into the lifts without the prior approval of Maintenance in-charge any baggage, furniture, heavy articles or other goods.

gg) not to store any combustible or inflammable articles inside the Said Apartment or in part or portion of the building and the said Project except the cooking gas for cooking purpose.

hh) not to discharge into any conducting media that serve the building any substance that may obstruct or cause damage or danger any noxious, poisonous or radioactive matter or anything likely to pollute or contaminate.

ii) to fix or install air conditioners only at the designated place within the Said Apartment and not elsewhere.

jj) no bird or animal shall be kept or harboured in the common area of the building and the said project.

kk) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the building and the said Project. Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the Said Apartment.

ll) no radio or television aerial/antenna or any other aerial/antenna shall be attached to or hang from the exterior of the building. Further no antenna or aerial is also allowed to be installed on the roof.

mm) no Purchaser shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in the Said Apartment which shall cause disturbance or annoyance to the other occupants/residents of the building.

nn) not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

oo) not to use any part of the common areas for social and public gathering and not to allow children play in the public halls, stairways or elevators.

pp) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Said Apartment any weight higher than its load bearing capacity or as the Maintenance-In-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be noisy or cause dangerous vibration or be a nuisance to the other occupants/ residents of the building.

qq) to permit the Promoter or Maintenance-In-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with minimum 24 hours prior notice in writing to the Purchaser to enter upon the Said Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining space for all defects, decays and want of repairs there found.

rr) no sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.

ss) water-closets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment owner in whose Apartment it shall have been caused.

tt) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

uu) The Purchaser shall access the entrance exclusively meant and constructed for residential purpose only.

vv) To abide by all such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association.

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

- i) In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amount payable by the Purchaser under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then

without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Association interest at the rate of 12% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to :

- (a) disconnect the supply of electricity to the said Apartment.
 - (b) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and their family members, servants, visitors, guests, tenants, licenses and/or the Said Apartment.
 - (c) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Apartment.
- ii) The Purchaser and all persons under them shall observe all the Rules and Regulations that be framed by the Association from time to time.
- iii) The right of the Purchaser shall remain restricted to the respective Apartment and the properties appurtenant thereto and the Purchasers shall have no right nor shall claim any right over and in respect of any other Apartment and/or any other portions/areas of the said Project.
- iv) The Purchaser shall apply at his cost for separate assessment of the Said Apartment for municipal taxes and mutation of their name in respect of the said Apartment in the records of the Kolkata Municipal Corporation.
- v) From the date next to the date of making over possession of the said Apartment to the Purchasers, the Purchasers shall bear, pay and discharge exclusively the following expenses and outgoings:-
- a) Municipal rates and taxes and water tax, if any, assessed in respect of the said Apartment directly to the Kolkata Municipal Corporation Provided That so long as the said Apartment is not assessed separately for the purpose of such rates and taxes, the Purchasers shall pay to the Promoter/Maintenance-in-Charge proportionate share of all such rates and taxes assessed on the building.
 - b) Until a separate meter is installed in respect of the said apartment the purchaser shall pay the electricity charges to the Maintenance-in-charge based on the reading shown in the sub-meter provided for the said apartment at the rate at which the Maintenance-in-charge shall be liable to pay the same to CESC Ltd.

- c) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Promoter or the Maintenance-In-Charge on account of major repairs, replacement etc., of such Generator etc.;
- d) The proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Promoter or the Maintenance-In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchasers shall pay to the Promoter or the Maintenance-In-Charge the maintenance charges calculated on actual basis per square feet per month of the super built-up area of the said Apartment together with the proportionate common areas appurtenant to the said Apartment. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter or the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchasers.
- e) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchasers in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESE, from its consumers for the delay in payment of its bills).
- vi) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh (7th) day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter or the Maintenance-In-Charge. The bills and demands for the amounts payable by the Purchasers shall be deemed to have been served upon the Purchaser/s, in the event the same is left in the Said Apartment or any other place earmarked for the purposes thereof in the project.
- vii) The Maintenance-in-Charge shall look after the Common Purposes and the Purchasers undertake to regularly and punctually pay to the Maintenance-in-charge the maintenance charges and other amounts payable by the Purchasers hereunder.
- viii) The Purchasers shall observe the covenants as be deemed reasonable by the Maintenance-In-Charge from time to time for the common purposes.

- ix) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchasers shall be deemed to be the act, default or omission of the Purchasers.
- x) The proportionate share of the Purchasers in various matters referred herein shall be such as be determined by the Promoter and the Purchasers shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- xi) Save and except the Said Apartment the Purchasers shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartment and spaces or constructed areas or Car Parking Spaces at the building and the project and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendors and the Promoter in their absolute discretion, shall think fit and proper and the Purchasers hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendors and the Promoter exclusively.
- xii) The undivided share in the land comprised in the said Property and in the said Project hereby sold and transferred and attributable to the Said Apartment shall always remain indivisible and impartible.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT land measuring an area of 42 cottahs and 18 chittacks be the same a little more or less lying and situated at municipal Premises No. 2, Robinson Street, P.S. Shakespeare Sarani, Kolkata Municipal Ward No:- 069, Kolkata-700017, under the Kolkata Municipal Corporation and is butted & bounded in the following manner :-

On the North : Robinson Street.
On the South : 34 & 35, Shakespeare Sarani (Theatre Road).
On the East : 9 & 10 Loudon Street.
On the West : 1, Robinson Street & 16, Loudon Street.

THE SECOND SCHEDULE ABOVE REFERRED TO :
Part-I ("Apartment")

ALL THAT the **Apartment No.**containing a carpet area of**sq. ft.**, **balcony/varandah area of** **sq.fts.**, **Open terrace area of** **sq.fts.** be the same a little more or less, and for the purpose registration of Deed of Conveyance the total super built up area is calculated at**sq. ft.** be the same a little more or less on the **Floor** of the building known as "**AKSHARAM**" and shown and delineated in the map or plan annexed hereto and bordered in colour **RED** thereon and Together With the undivided proportionate impartible part or share in the land comprised in the said premises more fully and particularly described in the **First Schedule** hereinabove written, attributable to the said apartment and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part I** and **Part II** of the **Third Schedule** hereunder written.

(PART II)
(CAR PARKING SPACE)

ALL THAT the right to park Car in the Open/Covered/Mechanical Car Parking Space no. on the ground floor of the Premises.

THE THIRD SCHEDULE ABOVE REFERRED TO :
PART - I
(COMMON AREAS)

1. Main gates to the New Building;
2. Ultimate roof save and except the exclusive terrace of the unit on top floor.
3. Concealed electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
4. Drains and sewers from the New Building to the Corporation drain.
5. Staircases and landings with Marble/Vitrified tiles flooring having Aluminium slide windows with integrated grill.

6. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different flat/units and from reservoir to overhead water tanks and also the pump rooms.
7. Water and sewage, evacuation pipes from the Flat/units to drains and sewers common to the New Building.

PART - II

(COMMON AMENITIES AND FACILITIES)

1. Electrical installations and main switches and meter room.
2. Intercom facility from each apartment to the security room.
3. Three numbers Automatic passenger lifts.
4. CCTV surveillance.
5. Generator Set
6. Swimming Pool
7. Air-conditioned gymnasium
8. Air-conditioned lounge
9. Air-conditioned Indoor gaming room
10. Air-conditioned Community Hall with pantry
11. Fire fighting system

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and enjoyed or used by the allottees in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the allottees or used by him in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.

3. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. TAXES: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
5. INSURANCE: Insurance premium for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
8. OTHER: All other expenses and/or outgoings including litigation expenses as are incurred by the PROMOTER and/or the Maintenance in charge for the common purposes.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
by the said **VENDORS** in the presence
of :-

SIGNED SEALED AND DELIVERED
by the said **PURCHASERS** in the
presence of:-

RECEIPT AND MEMO OF CONSIDERATION

R E C E I V E D of and from the within-named Purchaser(s) the within-mentioned sum of **Rs.** **(Rupees****) only** being the full consideration money as per Memo below:

MEMO OF CONSIDERATION

CHEQUE/ DRAFT NO.	DATE	BANK	BRANCH	AMOUNT (Rs.)

WITNESSES :

Drafted by :

