

THIS INDENTURE made this day of Two Thousand Twenty
..... **BETWEEN KIC RESOURCES LIMITED** (PAN AABCK1521G) a
company within the meaning of the Companies Act 1956 having CIN :
U70109WB1991PLC053497, having its registered offices at premises No. 35/1A,
Garcha Road, Post Office Ballygunge and Police Station Gariahat, Kolkata-700 019,
represented by its Director namely MR. VIVEK KUNDALIA (PAN : AKFPK7573H)
(Aadhaar No.296943047921), son of Sri Pradeep Kundalia residing at 1/3 Lovelock
Street, P.O. and P. S. Ballygunge, Kolkata – 700 019 hereinafter referred to as the
VENDOR/PROMOTER (which expression shall unless excluded by or repugnant to
the subject or context be deemed to mean and include its respective successor or
successors-in-interest and permitted assigns) of the **ONE PART**

AND

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

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party" hereinafter 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 heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

WHEREAS:

1. That by a Deed of Conveyance dated 28th June, 2011 duly registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, CD Volume No.13, Pages from 4946 to 4970 and Being No.05622 for the year 2011, the said Dipankar Mukherjee sold transferred conveyed assigned and the Debjani Mukherjee assured and confirmed the sale unto and in favour of KIC Resources Limited All That undivided 1/7th share of the said property lying and situate at Premises No. 20, Canal Street, P. S. Entally, Kolkata 70014.
2. That by another Deed of Conveyance dated 26th August, 2011 duly registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, CD Volume No.17, Pages from 7229 to 7270 and Being No.07866 for the year 2011, the said (1) Sridhar Banerjee, (2) Srikanta Banerjee, (3) Bijon Kumar Ganguly, (4) Debashis Banerjee, (5) Indranil Banerjee, (6) Pradyumna Banerjee (7) Saikat Banerjee (8) Prabal Ganguly and (9) Dipayan Mukherjee sold transferred conveyed assigned and the Sulata Banerjee, Saikat Banerjee, Suchitra Ganguly, Gopa Mukherjee assured and confirmed the sale unto and in favour of KIC Resources Limited All That undivided 6/7th share of the said property lying and situate at Premises No. 20, Canal Street, P. S. Entally, Kolkata 70014.
3. That by virtue of the said aforesaid two deeds the said KIC Resources Limited, the Vendor/Promoter becomes the absolute owner of said property lying and situate Premises No. 20, Canal Street, P.S. Entally. Kolkata 700014 admeasuring cottahs, chittacks and sq. ft. be the same little more or less together with dilapidated building standing thereon more fully described in the Second Schedule hereunder written and have duly caused mutation of its name in the record of the Kolkata Municipal Corporation.

4. The Vendor/Promoter has obtained a plan sanctioned by the Kolkata Municipal Corporation bearing Building permit no. 2013060013 dated 13.05.2013 subsequently re-validated on dated 13.05.2018 consisting of Basemen plus Ground plus five storied buildings with independent residential apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof after demolishing the existing structure thereon (herein after referred to as the **said plans**).
5. In pursuance of the said Plan the Vendor/Promoter as Project Manager has at its own costs and expenses commenced construction of the said Project at the said Property.
6. The Vendor has applied and obtained the aforesaid sanctioned plan duly revised under Rule 26(2a) & (2b) of KMC Building Rules 2009 duly approved by DG Building on dated 23.06.2023 comprising of Ground + Six storied building in lieu of existing sanction of Basement + Ground + five storied building.
7. By an Agreement for Sale dated the _____ made between the Vendor/Promoter herein therein referred to as the Vendor/Promoter 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 Vendor/Promoter as the Project Manager had agreed to construct and the Purchaser have agreed to purchase **All that** the residential Apartment **No.** _____ containing a carpet area of _____ **Sq.ft.** be the same a little more or less (built-up area of _____ Sq.ft.) on the _____ **Floor** of the building known as **“KAASHI ENCLAVE”** 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** thereunder written, attributable to the said apartment Together With the right to park _____ at 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, lispensens, acquisitions, requisitions, attachments, trusts of whatsoever nature.
8. Subsequently to the commencement of the The Real Estate (Regulation And Development) Act, 2016 and West Bengal West Bengal Real Estate (Regulation & Development) Rules, 2021 the Vendor/Promoter has applied for registration of the said Project under the provisions of the said Act and has obtained the Registration Number from the Regulatory Authority being No.

9. In pursuance of and in terms of the said plan the Project Manager has completed the construction of the project namely “**KAASHI ENCLAVE**” upon the piece and parcel of the land described in the First Schedule hereunder written and obtained the Completion Certificate dated the being no. from the Kolkata Municipal Corporation.
10. At the request of the Purchaser and pursuant to the said Agreement for Sale, the Vendor has agreed to transfer the said Apartment together with undivided proportionate impartible part or share in the land comprised in the said Property more fully and particularly described in the **Second Schedule** hereunder written, attributable to the said Apartment to the Purchasers, the Purchasers 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.
11. At or before execution of this Indenture, the Purchasers have 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 Vendor/Promoter to sell and transfer the said Apartment and the right of the Project Manager to construct the said project;
 - vi) the carpet area and the 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
12. 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.
13. 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 duly formed by the Project Manager 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 Basement plus ground plus twelve storied out of which the ground and first floors are constructed and meant for commercial purpose and second to twelve floors are constructed and meant for residential purpose consisting of several independent and self contained residential apartments, duplex apartment, mechanical, basement, ground floor level and open car parking spaces and other constructed areas in accordance with the specifications and sanctioned plan.

CAR PARKING SPACE - shall mean all the spaces in the portions at the mechanical basement and ground floor level, 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 purchasers, 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 purchasers.

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 Purchasers 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 Purchasers.

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 Project Manager mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Project Manager.

PLANS - shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Building Plan No. dated for construction of the Basement plus Ground plusstoried residential building meant for residential purpose consisting of self contained independent residential apartments and the car parking spaces whether mechanical or covered car parking spaces at the ground floor level of the new building or open car parking spaces 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 **"KAASHI ENCLAVE"**.

PROJECT – shall mean the residential building known as “**KAASHI ENCLAVE**” comprising of the Basement plus Ground plus (B+G+....) stories and are constructed and meant for residential purpose consisting of self contained independent residential apartments, **duplex apartment** and the car parking spaces whether mechanical, basement level or covered car parking spaces at the ground floor level of the new building or open car parking spaces within the said Project and the Common Areas and Common Facilities and Amenities constructed by the Project Manager 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 West Bengal West Bengal Real Estate (Regulation & Development) Rules, 2021

SAID APARTMENT – shall mean **ALL THAT** the Apartment No.____ containing a carpet area of _____ Sq.ft. be the same a little more or less and built-up area of _____ Sq.ft. be the same a little more or less on the _____ floor of the building known as “**KAASHI ENCLAVE**” 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 _____ 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 Cottahs Chittacks and sq.ft. be the same a little more or less situate lying at and being premises No.20, Canal Street, P. S. Entally, Kolkata within the limits of Kolkata Municipal Corporation, Sub-Registration office-Alipore 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 duplex apartment agreed to be purchased hereunder by the purchasers.

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 Purchasers to the Project Manager at or before the execution of these presents (the receipt whereof the Project Manager doth 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 Purchaser and the said Apartment hereby intended to be sold and transferred), the Vendor/Promoter doth hereby grant transfer convey assure and assign unto and in favour of the Purchaser **ALL THAT** the **Apartment No.**_____ containing a carpet area of _____ Sq.ft. be the same a little more or less built-up area of _____ Sq.ft. be the same a little more or less on the _____ **Floor** of the building known as **“KAASHI ENCLAVE”** 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 _____ at the _____ 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 Purchaser absolutely and forever and free from all encumbrances subject to payment of such common maintenance expenses as mentioned in the **Fourth Schedule** hereunder written.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors and Project Manager done or executed or knowingly suffered to the contrary, the Vendor is 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 Purchasers 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 Vendor 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 Project Manager 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 Purchasers 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 Project Manager 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) 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 Purchasers 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 Purchasers deliver to the Purchasers such attested or other copies of or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe, unobliterated and uncanceled.

II. THE PURCHASERS 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 PROJECT MANAGER AS FOLLOWS:-

- a) The Purchasers have 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 Purchasers do and each of them doth hereby covenant with the Project Manager 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 Purchasers 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 Project Manager 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 Purchasers. The said amounts shall be paid by the Purchasers without raising any objection thereto regularly and punctually within 72 hours to the Project Manager 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 Project Manager.

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 Purchasers 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 Purchasers 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 Purchasers 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 Purchasers, 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 Project Manager 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 Purchasers 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 Purchasers 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 Project Manager 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 Project Manager 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 Purchasers.

z) to apply for and obtain at their own costs separate assessment and mutation of the said Apartment in the records of the Kolkata Municipal Corporation and the Vendor shall give their consent for the same, if required.

aa) to keep all the pipes, drains, basins, sinks and water closets, if any, in the Said Duplex Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.

bb) 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.

cc) 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.

dd) not to change or in any way, vary the frontage or the entrance door of the Said Apartment approved by the Project Manager 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 Project Manager or Maintenance in-charge, which shall not to be unreasonably withheld.

ee) 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.

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

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

hh) 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.

ii) 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.

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

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

ll) 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.

mm) 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.

nn) no Purchasers 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.

oo) 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.

pp) 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.

qq) 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.

rr) to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Said Duplex Apartment for selling of or dealing with the products or rendition of the services from the said Apartment. As and when called upon to do so, the Purchasers shall produce before the Maintenance-In-Charge, all such permissions and licenses and if the Maintenance-In-Charge is not satisfied and require of the Purchasers to obtain such other or further permissions or licenses from such authorities, the Purchasers shall forthwith cause to obtain such permissions or licenses.

ss) to permit the Project Manager 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 Purchasers 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.

tt) 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 Project Manager nor shall anything be projected out of any window of the Building without similar approval.

uu) 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.

vv) 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.

ww) The Purchasers shall not have any right to use or access the area/pathway constructed in front of the commercial space, however if required for any emergency purpose or repairing of the building in that event the Association of the building shall have the unrestricted and uninterrupted right to access the area/pathway constructed in front of the commercial space.

xx) The Purchasers shall access the entrance exclusively meant and constructed for residential purpose only.

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

- (i) disconnect the supply of electricity to the said Apartment.
- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchasers and their family members, servants, visitors, guests, tenants, licenses and/or the Said Apartment.
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the Purchasers by any tenant or licensee or other occupant in respect of the said Apartment.

ii) The Purchasers 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 Purchasers 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 Purchasers shall apply for at his cost separate assessment of the Said Apartment for municipal taxes and mutation of the name of the Purchasers 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 on or 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 Project Manager or Maintenance-In-Charge proportionate share of all such rates and taxes assessed on the building.
- b) All other taxes including service tax if payable by the Maintenance-In-Charge, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Said Apartment or the building as a whole and whether demanded from or payable by the Purchasers or the Project Manager or Maintenance-In-Charge, the same shall be paid by the Purchasers wholly in case the same relates to the said Apartment and proportionately in case the same relates to the project as a whole.
- c) Electricity charges for electricity consumed in or relating to the Said Apartment to the Project Manager or the Maintenance-In-Charge based on the reading shown in the sub-meter provided for the Said Apartment at the rate at which the Project Manager or the Maintenance-In-Charge shall be liable to pay the same to CESE.
- d) Transmission loss charges for electricity required to be paid or incurred by the Project Manager or Maintenance-In-Charge proportionately. The said charges would be calculated and/or decided by the Project Manager or Maintenance-In-Charge and the decision of the Project Manager or Maintenance-In-Charge shall be final and binding on the Purchasers.
- e) The recurring charges towards running and operation of the Generator will be calculated taking, fuel charges on the basis of the KWH meter and the applicable fuel rates, annual maintenance contract and monthly running and maintenance charges on the basis of the monthly rates, proportionate share of expenses of capital nature to be incurred /likely to be incurred by the Project Manager or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator and government duty at applicable rates on alternate generation of power etc., into consideration.
- f) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Project Manager or the Maintenance-In-Charge on account of major repairs, replacement etc., of such Generator etc.;
- g) The proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Project Manager 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 Project Manager or the Maintenance-In-Charge the maintenance charges calculated on actual basis per square feet per month of the carpet 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 Project Manager 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.

h) 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).

viii) 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 Project Manager 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 Purchasers, in the event the same is left in the Said Apartment or in the letter box in the ground floor of the building earmarked for the Said Apartment or any other place earmarked for the purposes thereof in the project.

ix) Until the appointment of Maintenance-In-Charge by the Project Manager, the Project Manager shall be the Maintenance-In-Charge and look after the Common Purposes and the Purchasers undertake to regularly and punctually pay to the Project Manager or its nominee the maintenance charges and other amounts payable by the Purchasers hereunder.

x) The Purchasers shall observe the covenants as be deemed reasonable by the Promoter or the Maintenance-In-Charge from time to time for the common purposes.

xi) 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.

xii) The proportionate share of the Purchasers in various matters referred herein shall be such as be determined by the Project Manager and the Purchasers shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

xiii) 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 Vendors and the Project Manager 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 Project Manager 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 Project Manager exclusively.

xiv) 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:
(SAID PREMISES)

ALL THAT land measuring an area of 16 Katha be the same a little more or less lying and situated at municipal Premises No. 20, Canal Street, P.S. Entally, Ward no:- 055, Kolkata-700014, under the Kolkata Municipal Corporation and is butted & bounded in the following manner :-

On the North:Partly by Municipal land and partly by Premises No. 19, Canal Steet.

On the South:Premises No. 9, Convent Road,

On the East:Partly by Premises No. 19, Canal Street and partly by Canal Street,

On the West:Premises No. 9, Convent Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(PART - I)

ALL THAT the **Apartment No.** ____ containing a carpet area of _____ **Sq.ft.** be the same a little more or less and Built-up area of _____ **Sq. ft.** be the same a little more or less on the _____ **Floor** of the building known as "**KAASHI ENCLAVE**" 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 Property 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 _____ at the _____ level of the building at the parking area within the project.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART I
(Common areas)

1. The entire land for the project or where the project is developed in phases and registration under the Act is sought for a phase, the entire land for that purpose;
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
3. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
4. Installations of central services such as electricity, gas, water and sanitation, air – conditioning and incinerating, system for water conservation and renewable energy;
5. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different Apartments and from reservoir to overhead water tanks, the pump rooms and all apparatus connected with installations for common use;
6. Drains and sewers from the building to the Municipality drain;
7. Electrical installations and main switches and meters;
8. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the building;
9. Main gate and ultimate roof to the building;
10. External Walls (which includes 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);
11. All community and commercial facilities as provided in the project;
12. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

PART - II

(COMMON AMENITIES AND FACILITIES)

1. Fire Fighting Equipments;
2. VRV System;
3. Electrical installations and main switches and meters;

4. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the New Building;
5. Elevator of reputed manufacturer with lift shafts and lift room;
6. CCTV and Intercom facilities;
7. Generator
8. Fire Fighting Equipments.
9. Air-Conditioned community hall and
10. Air Conditioned Gymnasium

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 Purchasers 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 Purchasers 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 Purchasers 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. **MAINTENANCE IN CHARGE:** Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Vendors or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.
5. **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).

6. **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).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Project Manager 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 **VENDOR/PROMOTER** in the presence of :-

SIGNED SEALED AND DELIVERED

by the said **PURCHASER** in the presence of:-

RECEIVED 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 NO.	DATE	BANK	BRANCH	AMOUNT (Rs.)
			TOTAL	

(RUPEES _____ ONLY)

WITNESSES :