

DEED OF SALE

This Deed of Sale made on the ***day of***
....., **2023** (Two Thousand and Twenty Three).

BETWEEN

PURNENDU SARKAR son of Late Nagendranath Sarkar, by faith Hindu, by occupation Business, residing at Vill.- Chhatinda P.O. and P.S. – Kolaghat, Dist.- Purba Medinipur, PIN-721134, Aadhaar No. – 941649208386, **PAN-CXOPS1606M**, represented by his lawful attorney, namely, **“TEXTURE REALTY PRIVATE LIMITED”** a Private Limited Company having its Register office at Vill- Barbahala, P.O.- Mecheda, P.S. – Kolaghat, Dist.- Purba Medinipur, PIN-721137, CIN- U45309WB2018PTC226412, PAN- **AAGCT7983E** and sole, only and absolute its Director **SOUMYA SAHU** son of Late Arabinda Sahu by faith Hindu, by Occupation Advocate, residing at Vill- Barbahala, P.O.- Mecheda, P.S. – Kolaghat, Dist.- Purba Medinipur, PIN-721137, Aadhaar No.- 691964373678, PAN- **BTWPS1505E**, hereinafter referred to and called as the **“LANDOWNER”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include all their respective legal heirs, executors, representatives, administrators and/or assigns) of the **FIRST PART;**

AND

“TEXTURE REALTY PRIVATE LIMITED” a Private Limited Company having its Register office at Vill- Barbahala, P.O.- Mecheda, P.S. – Kolaghat, Dist.- Purba Medinipur, PIN-721137, CIN- U45309WB2018PTC226412, PAN- **AAGCT7983E**, represented by its Director **SOUMYA SAHU**

son of Late Arabinda Sahu by faith Hindu, by Occupation Advocate, residing at Vill- Barbahala, P.O.- Mecheda, P.S. – Kolaghat, Dist.- Purba Medinipur, PIN- 721137, Aadhaar No.- 691964373678, PAN- **BTWPS1505E**,, hereinafter called and referred to as the **“DEVELOPER”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all its successor(s), and/or administrator(s) and/or assign and/or successor(s) in-office) hereinafter called the party of the **SECOND PART**.

AND

SRI/SMT, son of/wife of/daughter of Sri/Late, by occupation, by faith-, residing at, P.O., P.S., District, PIN, **PAN-**, hereinafter called and referred to as the existing **“PURCHASER”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean his heir(s)), successors, executors, administrator, legal representatives and assigns of the **THIRD PART**.

WHEREAS

1. Background:

1.1 The Landowner herein (for the sake of brevity hereinafter referred to as ‘said First Part’) owns, acquires, seizes, possesses and otherwise well and sufficiently entitled to,

solely and absolutely, by virtue of Gift Deed vied No.1152 dated 15.03.1987 register the same at Additional District Sub-Registrar, Kolaghat dated 17.03.1987. The said Bastu Plot in L.R. Dag No. 656 measuring an area of 41 Decimal in records and as per physically measurement 53.300 decimals or 23221sqft. some little more or less and the said was recorded in his name under L.R. Khatian No. 582/1 at Mouza-Paikpari, J.L. No. 286, P.S.- Kolaghat, District- Purba Medinipur, more fully and particularly described in the **SCHEDULE-A**

1.2 Whereas the Second Party herein is a Developer engaged in the development of real estate, properties in Purba Medinipur.

1.3 **AND WHEREAS** in the meantime the said **SECOND PART / DEVELOPER** offer to the said **FIRST PART / LANDOWNER** for develop the said property by constructed of Residential Housing with three **G+4** buildings along with Flat, Garage, Shop and other common facilities and sale after that on the said land measuring 23221sqf. some little more or less in L.R. Dag No. 656 and sale after that at Mouza-Paikpari, J.L. No. 286, L.R. Khatian No. 582/1, P.S.- Kolaghat, District- Purba Medinipur after demolish by Second Part the old construction with was already made by the First Part as above said.

1.4 **AND WHEREAS the said FIRST PART** to accept their offer as well as proposal to develop the said entire multi storied Residential Housing with three **G+4** buildings along with Flat, Garage, Shop and other common facilities so to be constructed by the Developer as per permitted sanctioned plan from the appropriate sanctioned Authorities in the name of the landowner, exclusively at the costs and expenses of the Developer. By responding of the First Part and, later, after verification of the title of the First Part in respect of the said land, the Second Part was agreed upon with First Part to start development and both upon agreement on the terms and conditions which was settled on detailed discussions and in consultation with each other.

1.5 **AND WHEREAS the said First Part and the Second Part** immediately entered into a '*Agreement for Development*' involving the said land and said agreement was executed and registered with the A.D.S.R, Purba Medinipur at Tamruk on 14th Day of December, 2020 duly recorded under Book No. -I Volume No.1101-2020, pages 190839 to 190876 Being No. 110108862 for the year 2020, and, simultaneously, to empower and authorise legally and lawfully to the Second Part mainly to do and perform all works and partake in all development activities on behalf of him, the First Part executed a *Power-of-attorney* in favour of the Second Part on 14th Day of December, 2020 which was also registered with the A.D.S.R, Purba Medinipur at Tamruk on 15th Day of December, 2020 duly recorded under Book

No. -I Volume No.1101-2020, pages 192985 to 193007
Being No. 110108958 for the year 2020.

1.6 The plan for development of the Housing Complex sanctioned by Purba Medinipur Zilla Parisad vied Memo No-1152 Dated 26.02.2021. Based on the said sanctioned Plan the Developer has completed construction of the Residential Complex **“TEXTURE HARI”** and the Purba Medinipur Zilla Parisad has granted Completion Certificate dated _____, Memo no. _____. The particulars of the Residential Complex **“TEXTURE HARI”** more fully mentioned in **Schedule – B.**

1.7 The Landowner and the Developer have entered into a “Agreement for Sale” on _____ with the Purchaser herein for sale/allotment of a Residential Apartment more fully morefully mentioned in **Schedule-C** the Developer have sold one Residential Apartment at **“TEXTURE HARI”** more fully described in the **Schedule-C**, written hereunder, to the Purchaser herein, and by executing and registering this “Deed of Sale” the Owner and Developer is conveying /transferring the said Apartment in favour of the Purchaser.

1.8 **Car parking space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the said Residential Complex, the Developer has earmarked and allotted the car parking space, to those Purchasers who have applied for the same. The

details of the same if allotted are more fully described in the **Schedule-C**, and as per the plan annexed hereto, against apartment purchased by the Purchaser to facilitate the parking of medium/small size road worthy passenger car therein.

2. Interpretations:

2.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser, then the portion of the whole amount payable by the Purchaser shall be in proportion to the area of the Purchaser's respective Apartment, which will also include proportionate area of the total common area.

2.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.

2.3 Masculine gender shall include feminine and neuter genders and vice versa.

2.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.

2.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.

2.6 Subject Matter of Sale/Transfer: more fully described in **Schedule-C**.

3. Now this Indenture witnesses:

3.1 **Transfer:**

3.1.1 In consideration of payment for a total amount, more fully described in **Schedule-D**, and in the Memo of Consideration annexed hereto, paid by the Purchaser to the Developer herein and in further consideration of Purchaser fulfilling all obligations under these presents, the Landowner and Developer (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Purchaser ALL THAT an Apartment with facility to park road worthy passenger car/bike in the allotted parking space, if allotted, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Schedule C**, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment/Unit, and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Purchaser herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Purchaser for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Purchaser shall have every right to sell, gift, lease and transfer the same.

3.1.2 Right to use the common area of the said Residential Complex more fully described in **Schedule-E** (Share of

Common area), are all comprised in and/or being part or portions of the said Premises and/or the said Residential Complex, including the common facilities and amenities provided thereat.

3.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-F** and further subject to conditions more fully described in **Schedule -G**, which shall be covenants running with the said Unit.

3.2. **Covenants of the Purchaser:**

3.2.1 The Purchaser subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule – G**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.

3.2.2 The Purchaser has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Developer on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Purchaser hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

3.2.3 Upon execution of this deed of sale, the Purchaser, subject to the warranty mentioned in clause 3.3.3, hereafter,

shall not raise any claim of whatsoever nature, against the Owner and Developer.

3.3 Covenants and Rights of Transferors:

3.3.1 The Transferors confirm that the title to the Premises is marketable and free from all encumbrances and the Transferors jointly have good right, full power and absolute authority to sell, transfer and convey the said Apartment.

3.3.2 That at the costs and requests of Purchaser, the Transferors shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Purchaser and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.

3.3.3 The Developer shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Developer, at its own cost and effort, within five calendar years from the date of Completion Certificate.

It is clarified that the above said responsibility of the Transferors shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Purchaser or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard

terms. Provided that where the manufacturer warranty as shown by the Developer to the Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/ renewed by the Purchasers, the Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchaser has been made aware and the Purchaser expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20* Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

3.3.4 The Developer shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the Purchaser, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Residential Complex **“TEXTURE HARI”** at such consideration or in such manner as thought deemed fit and proper.

3.3.5 The Developer reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Complex and/or to the said premises.

3.3.6 The Landowner and the Developer shall transfer the common areas of the project to the Association of the Alottees when the same being formed and registered. The Purchaser shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Developer, and for that the Purchaser shall authorize/empower the Developer by giving a Power of Attorney in favour of its representative.

4. Possession:

Simultaneously upon execution of this deed of sale, the Developer have handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Purchaser, which the Purchaser hereby admits and acknowledges, to have received and the Purchaser/s is/are fully satisfied and has

further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

SCHEDULE - A
(Said Premises)

All That the piece and parcel of land including structure standing over and above piece and parcel of the landed property 41 Decimal in records and as per physically measurement 53.300 decimals or **23221sqft.** some little more or less along with 1000 sqft. little more or less three storied pakka boiling and 7000 sqft.tin shed with bricks-wall in **L.R. Dag No. 656 at Mouza-Paikpari, J.L. No. 286, L.R. Khatian No. 582/1,** P.S- Kolaghat, District- Purba Medinipur. **butted and bounded as follows:-**

ON NORTH : Plot of Sunil Sarkar & others
ON SOUTH : Plot of Tapan Khatua & others
ON EAST : Entrance and Plot of Asish Sarkar, Shyamal Sarkar & others
ON WEST : Plot of Asok Dey & others

SCHEDULE – B
(Residential Complex)

All that the newly constructed Residential Housing Complex **“TEXTURE HARI”**, comprising of Three Towers/Blocks being No A, B & C all of which consist of Ground + 4 Upper Floors having self-contained residential apartments, car parking spaces and other constructed areas at Vill.- Chhatinda, P.O. and P.S. – Kolaghat, Dist.-Purba Medinipur, PIN-721134.

SCHEDULE – C
(Subject Matter of Sale)
The Said Unit

ALL THAT the Residential Apartment being No. ____, Block ____, on the ____ Floor, measuring ____ Square Feet **Carpet Area** (excluding common balcony/exclusive open terrace) more or less and _____ Square Feet **Built-up Area** more or less having vitrified tiles flooring, at the Premises consisting of __ Bed Rooms, __ Living cum Dining Room, ____ Kitchen Room ____ Toilets, One exclusive balcony with facility to park one medium/small size road worthy passenger car/bike parking space being No. ____, Block ____, on the Ground Floor, measuring ____ Square Feet, together, with variable undivided proportionate share in the land underneath the said building attributable to the said Apartment/Unit (Land Share) and right to use the common area and portions, more fully described in **Schedule – E**, in **“TEXTURE HARI”** at Vill.-Chhatinda, P.O. and P.S. – Kolaghat, Dist.-Purba Medinipur, PIN-721134.

SCHEDULE - D
(Consideration)

Price including GST for the said Unit as described in Schedule – C , above	Rs. xxxxxxxxx
Price for car/bike parking as described in Schedule – C , above	Rs. xxxxxxxxx
Total:	Rs. xxxxxxxxx
(Rupees) only.	

SCHEDULE - E

(Common Areas for Apartment Owners)

1. The following shall be the common areas, parts and equipment for all Apartment owners, subject however to the reservations and exceptions contained in **Clause 3** hereafter of this Schedule.

1.1 Main Entrance & Driveways: The main gates, pathways and driveways for entry and exit (ingress & egress) into and upon the Said Residential complex.

1.2 All Lobbies, Passages and Staircases demarcated and earmarked for exclusive use of residential Apartments owners/occupants of the Residential complex.

1.3 The lift, its installations and space in which the same is installed, save and except certain areas/spaces alongside and/or on top of the lift machine room, stair headroom which are reserved for the installation of neon signs and/or equipment to be installed by the Developer.

1.4 The ultimate open roof on the top floor of the Residential Complex to be used by all Apartment owners in common.

1.5 Electrical: The entire electrical system, by way of cables and equipments for providing electricity to the said Residential Complex "Texture Hari" including the electricity meter space, required for common portions and/or supply to the Apartments.

1.6 The entire space, equipment, pumps & motors, underground reservoir, overhead tanks, except pipes provided for supply of water to the Apartment in the said Residential Complex.

1.7 Drainage: All drains, sewers and pipes provided for common use of the Residential Complex “Texture Hari”

1.8 All rooms and/or spaces and/or area provided for specific common purpose as per the actual/physical possession are as follows:

Common room/space/area

A) Rooms/Covered space provided for –

- i) Electric meter
- ii) Entrance Lobby
- iii) Caretaker /Staff / Security Guard Room
- iv) Common Toilet /Bathroom on ground floor
- v) Community Hall

B) Open /Covered space provided for –

- i) Letter Box/Notice Board
- ii) Electric Transformer
- iii) Plantation and/or greenery
- iv) Garbage Bins
- v) Stair and lift lobbies
- vi) Entrance lobbies
- vii) Generator

2. Nothing herein shall affect the right of the Owner and Developer to grant exclusive rights for enjoyment of any part of the premises and Residential Complex to any person and /or company/firm to retain the same, so long as the right of

ingress and egress and enjoyment of the common utilities of the Purchasers are not obstructed.

3. It is clarified that notwithstanding anything contained elsewhere herein, all pipes, cables and drains, exclusive to or in any of the Apartments, shall not be deemed to comprise in the Common Portion.

Schedule F
(Easement & Restrictions)

All Apartment owners/occupants of the said Residential Complex including the Owner and Developer shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
- 3 The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule – G.**

5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.

6. The Purchasers/occupiers of the said Apartment shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

SCHEDULE -G
(Purchaser's Covenants)
Part I
(Specific Covenants)

1. The Purchaser shall not:

1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.

1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the Residential Complex and/or the said Premises.

1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule-E**.

1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the building.

1.5 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.

1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.

1.7 Place or cause to be placed any article or object in the common area/portion.

1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said building and/or the adjoining buildings.

1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.

1.10 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.

1.11 Park car/two wheeler or any car on the pathway or open spaces of the said Residential Complex, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said Residential Complex.

1.12 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided

therefor, however, this shall not prevent the Purchaser from displaying a small and decent name – plate outside the main door of the Apartment.

1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.

1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Residential Complex or other parts of the said Premises.

1.15 The Allottee shall have not right to fix external fitting of air-conditioner (split Ac only) other then in exclusive balcony and/or external wall of open air gap except main outline external wall of the building and strictly restricted for external wall of front side (East) of the project.

1.16 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.

1.17 Alter any portion, elevation or the color scheme of the Residential Complex, the said Premises and/ or the Common Areas/Portions.

1.18 Question the quantum of any amount levied upon the Purchaser on any account herein contained by the Developer or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.

1.19 Object and/or raise any objection or claim of whatsoever nature if in future the Developer , develop any adjoining/neighbouring premises having common access

from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.

1.20 Restrict any of the other owners/occupiers of the said Building or Residential Complex for the full and unrestricted enjoyment of the Easements described in **Schedule-F**.

2. The Purchaser shall:

2.1 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit, the Residential Complex and the said Premises within 7 (seven) days of being called upon to do so.

2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.

2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.

2.4 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress and for the purpose of which it is meant.

2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.

2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to Residential Complex or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.

2.7 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Residential Complex, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Purchaser shall have right to claim reimbursement, if the same be occasioned due to default by any other person.

2.8 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon its formation.

Part-II**(Maintenance of the Residential Complex)**

1. The Developer has constructed a Residential Complex called "*TEXTURE HARI*" as more fully mentioned in **Schedule – B**.

2. Upon formation of the Association or Body for the occupants/owners of the said Residential Complex, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association / Body.

3. The Purchaser shall become a member of the Association/Body to be formed by the Apartment Owners of the said Residential Complex at the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule –E**.

4. The Transferors shall assist the Purchaser in all respects in formation of the Association/Body.

The Purchaser shall co-operate with the Developer in all respects for formation of the Association/Body, and for that the Purchaser shall authorize the Developer by giving a Power of Attorney in favour of its authorized representative.

5. The Purchaser shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.

6. The Purchaser shall pay all the charges and fees to the Association/Body as may be levied upon the Purchaser by the Association/Body within the dates due therefor.

7. No Purchaser shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the said Residential Complex.

Part-III
(Management & Maintenance)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained, irrespective of the date of possession of the said Apartment/Unit, received by the Purchaser. The Association/Body to be formed by the Apartment Owners shall manage/ maintain the premises, the said building and the Common Areas/Portions.

2. The Transferors shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.

3. The management and maintenance service shall be managed by the Developer, for a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.

4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.

5. The Association/Body shall, upon its formation and once handed over by the Developer, be entitled to maintain the Common Areas/Portion.

6. Upon taking over the maintenance and management of the complex by the Association/Body from the Developer, the deposit with the Developer, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.

7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Residential Complex.

8. If Developer or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 (seven) days of payment by the Developer and/or Association/Body to be formed by the Apartment Owners.

9. The Purchaser shall make all deposits or payments, as called upon to pay by the said Association/Body from the Purchaser, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Part-IV
(Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.

2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the Developer until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.

3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.

4. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.

5. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises

which cannot be allocated to any particular Co-Owner of any of the Apartments of the Residential Complex.

6. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.

7. **Others:**

All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.

8. **Delay/Default:** The Purchaser shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser shall be liable to pay interest @ 2 % per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Residential Complex and the Developer /Association as the case may be, shall be entitled to take the following measures and the Purchaser hereby consents to the same:

- i) to discontinue the supply of electricity to the "Said Unit".
- ii) to disconnect the water supply
- iii) not to allow the usage of lifts, either by Purchaser, his/her/their family members, domestic help and visitors.
- iv) to discontinue the facility of DG Power back-up

v) to discontinue the usage of all amenities and facilities provided in the said project “Texture Hari” to the Purchaser and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer /Association to realize the due amount from the Purchaser.

9 Execution and delivery:

IN WITNESS WHEREOF the all parties signed and delivered by the within named in this indenture at on the day and year above written.

WITNESSES:

1)

SIGNATURE OF THE LANDOWNER
(the First Part and represented by the
Second Part, his Constituted Attorney).

2)

SIGNATURE OF THE DEVELOPER
(hereinbefore referred as the Second Part)

3)

SIGNATURE OF THE PURCHASER
(hereinbefore referred as the Third Part)

Prepared by -

Arijit Pradhan
Advocate
High Court, Calcutta
Enrolment No WB/815/2003

SPECIMEN FOR TEN FINGER PRINTS

SOUMYA SAHU

(Attorney of the Landowner Named PURNENDU SARKAR and
Director of Developer named "TEXTURE REALTY PRIVATE LIMITED")

<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> (Please affix Photographs and Sing across the Photograph) </div>	(Left Hand)				
	Little	Ring	Middle	Fore	Thumb
	(Right Hand)				
	Thumb	Fore	Middle	Ring	Little
..... Signature of the above specimen Finger Prints					

.....(Allottee)					
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> (Please affix Photographs and Sing across the Photograph) </div>	(Left Hand)				
	Little	Ring	Middle	Fore	Thumb
	(Right Hand)				
	Thumb	Fore	Middle	Ring	Little
..... Signature of the above specimen Finger Prints					

Memo of Consideration

Received the aforementioned sum of Rs...../- (Rupees) only by cheques/DD/NEFT as full consideration and/or price for sale of the said Apartment/Unit from the Allottee.

(DEVELOPER)