

This INDENTURE OF CONVEYANCE ('**Sale Deed**')  
Executed on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

**BY AND BETWEEN**

**CALCUTTA VYAPAAR LLP** (LLPIN No. AAD-1067) (PAN No. – AAJFC9667Q) (Email ID – cal.vyapaar@gmail.com) [Formerly Calcutta Vyapaar Pvt Ltd which was converted into LLP vide a certificate of Registration on Conversion Issued by ROC Kolkata as on 26.12.2014] a limited liability partnership registered with ROC-Kolkata having its Registered Office at "Ajimganj House", 7 Camac Street, 1<sup>st</sup> Floor, Kolkata-700 017, represented by its

Designated Partner and its Authorized Signatory NEERAJ L. SADANI (PAN No.- AYUPS9436N) (Aadhar No. 8943 2979 6939) (Email ID – neeraj@ambientgroup.net) (Mobile no. – 98308 88666) son of Sri Lalit Kumar Sadani (Father), residing at 35, Rowland Road, PS-Ballygunge, PO-L.R.Sarani, Kolkata – 700 020 by Sex - Male, by Religion – Hindu, by Occupation – business, by Citizenship – Indian, hereinafter collectively called the '**VENDOR (Promoter)**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and assigns), of the First Part,

AND

\_\_\_\_\_ (CIN No. \_\_\_\_\_) (PAN No. \_\_\_\_\_) (Email ID \_\_\_\_\_), a Company registered under the Indian Companies Act, 1956 and having its registered office & corporate office at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_\_ represented by its *Authorized Signatory* \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_ authorised vide board resolution dated \_\_\_\_\_

hereinafter called the '**PURCHASER (Allottee)**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns), of the Second Part;

OR

\_\_\_\_\_ (PAN No. \_\_\_\_\_), a Partnership Firm under the Partnership Act, 1932 and having its Principal place of business at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_\_ represented by its *Authorized Signatory* \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_ authorised vide board resolution dated \_\_\_\_\_

\_\_\_\_\_ hereinafter called the '**PURCHASER (Allottee)**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and their permitted assigns), of the Second Part,

OR

\_\_\_\_\_, (PAN No. \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_), son of \_\_\_\_\_, aged about \_\_\_\_ years, and Indian Hindu Male / Female, by Occupation - Business, residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-\_\_\_\_\_, hereinafter called the '**PURCHASER (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 & permitted assignees) of the SECOND PART;

OR

\_\_\_\_\_ (PAN No. \_\_\_\_\_), a Hindu Undivided Family and having its Principal place of business / residence at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_ represented by its *Karta* \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_\_\_ hereinafter called the '**PURCHASER (Allottee)**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns), of the Second Part,

OR

\_\_\_\_\_ **LLP** (LLPN No. \_\_\_\_\_) (PAN No. \_\_\_\_\_) (Email ID \_\_\_\_\_), a Limited Liability Partnership under the Limited Liability Partnership Act, 2010 and having its registered office & corporate office at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700

0\_\_\_\_\_ represented by its *Authorized Signatory* \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu \_\_\_\_\_ by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station- \_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_ authorised vide board resolution dated \_\_\_\_\_ hereinafter called the '**PURCHASER (Allottee)**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns), of the Second Part;

AND

\_\_\_\_\_ (PAN No. \_\_\_\_\_) (Email ID \_\_\_\_\_), a \_\_\_\_\_ registered under the \_\_\_\_\_ Act, \_\_\_\_\_ being an Association meant for All the Allottees / Purchasers / Owners of the Housing Project at Premises no. 4, Rajani Sen Road, Kolkata-700 026 which is having its Principal office at 4, Rajani Sen Road, Police Station - Tollygunge, Post Office - Kalighat, Kolkata-700 026 represented by its Present Managing Trustee cum Authorized Signatory namely \_\_\_\_\_, (PAN No. \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) (Mobile No. \_\_\_\_\_) (Email ID \_\_\_\_\_) son of \_\_\_\_\_, an Indian Hindu Male by Occupation - \_\_\_\_\_ residing at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Kolkata-700 0\_\_ authorised vide board resolution dated \_\_\_\_\_ hereinafter called the '**said ASSOCIATION**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its beneficiaries, successor(s)-in-interest, and permitted assigns), of the Third Part;

The VENDOR (Promoter), the PURCHASER (Allottee) and the said Association shall hereinafter be collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHERE AS :

- A) The Promoter is the absolute and lawful owner of All That Premises no. 4, RAJANI SEN ROAD, Kolkata-700 025 totally admeasuring **8 Cottahs 13 Chittaks 17 Square Feet** (= 6362 square feet = 591 square meters) of Land but actual measurement is 6662 sq.ft. along with Structure measuring about 14000 sq.ft.

(built up area) standing thereon more fully described in Part-I of Schedule-**"A"** attached hereto (**'Said Land'**) together buildings and structures standing thereon vide Indenture of Conveyance dated 7<sup>th</sup> September, 2007 registered with the ARA-I, Kolkata in Book No.I, CD Volume no. 1, pages 1 to 26, Being no. 12519 for the year 2007 executed by [i] (Mrs.) Raj Kumari Sain represented by her constituted Attorney - Mrs. Geeta Tara, [ii] (Mrs.) Satya Sareen represented by her constituted Attorney – Ritesh Logani, [iii] (Mrs.) Shanti Devi Chhabra represented by constituted Attorney - Pravin Chhabra, [iv] (Mr.) Ritesh Logani, [v] (Mr.) Rajeev Dewan, [vi] (Mr.) Vivek Dewan, [vii] (Mrs.) Sudarshan Seth, [viii] (Mrs.) Pramila Gupta, [ix] (Kumari) Usha Loghani & [x] (Mrs.) Savita Logani all as *Vendors*, and by [i] (Mrs.) Swaraj Nanda represented by her Attorney- Mr. Ritesh Logani, [ii] Mr. Ritesh Logani & [iii] (Mrs.) Rachna Narain represented by her Attorney- Mrs. Savita Logani as *Confirming Parties* in favour of (M/s) Calcutta Vyapaar Private Limited as *Purchaser*;

- B) The Promoter itself being the Owner of the Said Land and has been developing and/or has developed the Said Land itself, there is no necessity of entering into a collaboration /development /joint development agreement;
- C) The Said Land had been earmarked for the purpose of building of Residential Project, comprising multi storied apartment building which is and shall be known as "AMBIENT AADYA" (hereafter called **'the Project'**);
- D) The VENDOR (Promoter) is fully competent to transfer and convey All That the Apartment described hereafter unto and in favour the PURCHASER (Allottee) and the Appurtenant Common Share described hereafter to the said ASSOCIATION and complete all the legal formalities with respect to transfer of right, title and interest of the VENDOR (Promoter) therein;
- E) The Kolkata Municipal Corporation (**'KMC'**), Borough - VIII has granted the commencement certificate to develop the Project vide approval dated 5.9.2019 bearing Building Permit / Sanction No. 2019080030 and the Plan for further

and/or additional sanction and/or regularisation, etc. may be deposited and/or get sanctioned;

- F) The VENDOR (Promoter) has obtained the final layout plan, sanctioned plan, specification and approvals for the Project and has constructed and completed new building on the Said Land which includes the Apartment and the Common Area mentioned hereafter (hereafter called '**the Building**') and has obtained Occupancy Certificate being Occupancy Certificate no. \_\_\_\_\_ dated \_\_\_\_\_ from KMC and that and the VENDOR (Promoter) and the PURCHASER (Allottee) agrees and undertakes that it shall not make any changes to the Apartment except in strict compliance with Section 14 of the Act<sup>1</sup> and other laws<sup>2</sup> as applicable;

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<sup>1</sup> **14.** Adherence to sanctioned plans and project specifications by the promoter –

- (1) The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.
- (2) Notwithstanding anything contained in any law, contract or agreement, after the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make –
  - (i) any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person:  
 Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.  
Explanation - For the purpose of this clause, "minor additions or alterations" excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc..
  - (ii) any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.  
Explanation - For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its

- G) The VENDOR (Promoter) has registered the Project under the provisions of Real Estate (Regulation and Development) Act, 2016 (**'the Act'**) with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_;
- H) The PURCHASER (Allottee) had applied for an apartment in the Project in pursuance whereof vide an Agreement for Sale dated \_\_\_\_\_ registered with \_\_\_\_\_ in Book No. I, Volume No. \_\_\_\_\_, pages \_\_\_\_ to \_\_\_\_\_, Being (Deed) No. \_\_\_\_\_, for the year \_\_\_\_\_, the PURCHASER (Allottee) has agreed to purchase and the VENDOR (Promoter) has agreed to sale :

a] In the name of PURCHASER (Allottee) -

- 1} All That Flat no. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square feet (= Super Built Area of \_\_\_\_\_ sft.) on the \_\_\_\_\_ side \_\_\_\_\_ Floor of the Building at the said Land more fully described in **1<sup>st</sup> Para of Part-II of Schedule-"A"** (hereafter collectively called the '**said Flat**'), and
- 2} All That Varanda / Balcony having Carpet Area of \_\_\_\_\_ (= Super Built Area of \_\_\_\_\_ sft.) Square feet associated with the said Flat on the \_\_\_\_\_ Floor of the Building at the said Land more fully described in

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name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.

- (3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.

<sup>2</sup> Rule 9(3) of WB Real Estate (R&E) Rules, 2021 –

9(3) : The Promoter shall not make any additions and alterations beyond the extent of 5(five) percent in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act:

Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the promoter do so for the reasons to be recorded in writing and in that case consent of allottees shall not be required.

2<sup>nd</sup> Para of Part-II of Schedule-"A" (hereafter collectively called the '**said Balcony**'), and

- 3} All That Servant Quarter no. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square feet (= Super Built Area of \_\_\_\_\_ sft.) on the \_\_\_\_\_ Floor of the Building at the said Land more fully described in 3<sup>rd</sup> Para of Part-II of Schedule-"A" (hereafter collectively called the '**said SQ**')

at the said Land (the said Flat, the said Balcony and the said SQ hereafter collectively called the '**Apartment**'), and that the Floor Plan of the Apartment is annexed hereto as and marked as Schedule-"B", along with

- 4} All That \_\_\_\_\_ numbers Open / Covered Normal Parking Space being no/s. \_\_\_\_\_ & \_\_\_\_\_ each having a covered area of \_\_\_\_\_ sft. (i.e. total covered area of \_\_\_\_\_ car parks would be \_\_\_\_\_ sft.) in the \_\_\_\_\_ floor level of the Building at the said Land,

AND / OR

All That \_\_\_\_\_ Mechanical Multilevel (\_\_\_\_\_ levels) Car Parking Space nos. \_\_\_\_\_ in the Ground Floor of the Premises the Building.

All above car parks more particularly described in 1<sup>st</sup> Para of Part-II of Schedule-"A" as permissible under the applicable law (hereafter called '**said Car Park**'), and

- b] In the name of said ASSOCIATION but on account of the PURCHASER (Allottee) –

- 1} All That pro rata share in the Common Areas as defined under clause (n) of section 2 of the Act<sup>3</sup> (hereafter called '**Common Area**'), being

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<sup>3</sup> 2. **Definitions** – In this Act, unless the context otherwise require –

....

.....

(n) "common areas" mean -

- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;

- i} All That the undivided and un-demarcated \_\_\_\_ square feet of Common Area in the Building aforesaid which is appurtenant and/or attributable to the Apartment aforesaid more fully described in 1<sup>st</sup> Para of Part-III of Schedule-"A" hereto (hereafter called '**Pro rata Common Area in the Building**'), and also
- ii} In the Common Areas outside Building and in the Amenities, Facilities, Equipments and installations more fully described in 2<sup>nd</sup> Para of Part-III of Schedule-"A" hereto, All That undivided and undermarketed proportionate share and interest therein which is appurtenant and/or attributable to the Apartment aforesaid (hereafter called '**Pro rata Common Parts in the Project outside the Building**');

(Both the Pro rata Common Area in the Building and the Pro rata Common Parts in the Project outside Building hereafter collectively called '**Appurtenant Common Area**');

- I) The Parties have gone through all the covenants & conditions set out in this Deed and understood the mutual rights and obligations detailed herein;
- J) The additional disclosures, details and declarations of the parties hereto to each other are as mentioned below which the parties hereto hereby agree and accept :-
  - a] The VENDOR (Promoter) has assured and declare that it has unfettered marketable and saleable rights, title and interest over and above the Apartment aforesaid;

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- (iv) 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;
  - (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
  - (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
  - (vii) all community and commercial facilities as provided in the real estate project;
  - (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

- b] The Apartment aforesaid is not affected by any acquisition or requisition of the Central Government, State Government and/or any Governmental Authorities and the right, title and interest of the VENDOR (Promoter) is absolutely free from all encumbrances;
- c] The PURCHASER (Allottee) has inspected the plan sanctioned by the authorities concerned in respect of the New building constructed by the VENDOR (Promoter), and has agreed not to raise any objection with regard thereto;
- d] The VENDOR (Promoter) has delivered to the PURCHASER (Allottee) the true Xerox copy of the documents relating to the right, title and interest of the VENDOR (Promoter) in respect of the Apartment in the building at the Said Land and also the Xerox copy of the relevant Building Plan and after conducting all necessary enquiry and searches and after being fully satisfied about the same the PURCHASER (Allottee) have agreed to purchase the Apartment and allied as aforesaid and associated rights therein on the terms, conditions and consideration mentioned in these presents;
- e] The PURCHASER (Allottee) has inspected all specifications, elevations, designs and lay- out of the said building as also of the said Apartment and has/have duly approved and confirmed the same;
- f] The PURCHASER (Allottee) has satisfied themself/ves about the layout, common portion, Carpet area of the Apartment, Appurtenant Common Areas, specifications and all other ancillary matters of the Project and has agreed not to dispute the same;
- g] The PURCHASER (Allottee) has verified the location and site of the Apartment & allied allotted to them and has agreed not to dispute the same;
- K) The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;
- L) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to execute this Deed on with the conditions and covenants appearing hereinafter;
- M) In accordance with the terms and conditions set out in Agreement between the VENDOR (Promoter) and the PURCHASER (Allottee) and as mutually agreed

upon by and between the Parties, the VENDOR (Promoter) hereby sell and transfer and that the PURCHASER (Allottee) hereby purchase the Apartment and the said Car Park (as defined above, if applicable) as specified in Para - H above in the name of the PURCHASER (Allottee) and the Appurtenant Common Area in the name of said ASSOCIATION;

- N) Since the full Stamp Duty as per market value has been paid on the Agreement for Sale dated \_\_\_\_\_ between the VENDOR (Promoter) and the PURCHASER (Allottee) as specified in Para – H above, registered with \_\_\_\_\_ in Book No. I, Volume No. \_\_\_\_\_, pages \_\_\_\_ to \_\_\_\_\_, Being (Deed) No. \_\_\_\_\_, for the year \_\_\_\_\_, no further stamp duty is payable on this Indenture of Conveyance and only the registration fee is payable which the PURCHASER (Allottee) is now paying;

NOW THIS INDENTURE (SALE DEED) WITNESSETH that :

## **1. GRANT, TRANSFER & CONVEY :**

1.1 On the covenants & conditions as detailed in this Deed, the VENDOR (Promoter) hereby grant, sell, transfer, convey, assign, assure, confirm and concur –

A) Unto and in favour of the PURCHASER (Allottee) and that the PURCHASER (Allottee) hereby complete purchase of All That the Apartment consisting of the said Flat more fully described in **1<sup>st</sup> Para of Part-II of Schedule-"A"**, and the said Balcony more fully described in **2<sup>nd</sup> Para of Part-II of Schedule-"A"** (applicable, if any), and the said SQ more fully described in **3<sup>rd</sup> Para of Part-II of Schedule-"A"** (applicable, if any), and in addition to the above All That said Car Park more fully described in **4<sup>th</sup> Para of Part-II of Schedule-"A"** (applicable, if any), and

B) Unto and in favour of the said ASSOCIATION and that the said ASSOCIATION hereby complete purchase for the benefit of and for

holding on account of the PURCHASER (Allottee) All That the Appurtenant Common Area consisting of the Pro rata Common Area in Building more fully described in **1<sup>st</sup> Para of Part-III of Schedule-"A"** hereto and also Pro rata Common Parts in the Project outside Building more fully described in **2<sup>nd</sup> Para of Part-III of Schedule-"A"** hereto;

- 1.2 The Total Price (Consideration) for the Apartment, said Car Park (if any) the Appurtenant Common Area all together is Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) ( '**Total Price**' ) the Break-up whereof is as follows –

Apartment

Apartment Description	Price	Amount Rs.
Building Name : AMBIENT AADYA Apartment No. : Apartment type : Floor : Carpet Area : sft. Balcony : sft. (Carpet) Servant's Quarter : sft. (Carpet) <i>(all above being conveyed to the PURCHASER (Allottee)/s)</i>  + Pro rata Common Area for the Apartment no. ____ : ____ sft. <i>(being conveyed to the said Association for the benefit of PURCHASER (Allottee))</i> .....  = Super Built Area (SBA) : ____ sft.	Rate of Apartment per square feet (of Carpet Area & Appurtenant Common Area) = Rs.____/-  Price of said Flat including Balcony, Servants Quarter & preferential location Charges (based on Carpet Area) =	???
	Price of <b>Appurtenant Common Area</b> (which is to be conveyed to said Association) = Rs.____/-	???
	<b>Apartment TOTAL Price -</b>	???

Car Park

Car Park Description	Price	Amount Rs.
Covered Parking on the _____ Floor level for parking of ____ (____) number of Medium Sized Motor Car each having covered area of <b>135 sft.</b> (approx.) i.e. total covered area is of 270 sft.	@ Rs. _____/- per Car Park for ____ Car Parking Space	???
	<b>Car Park TOTAL Price -</b>	???

**Explanation :**

- i) *The Total Price above it the Consideration amount paid by the PURCHASER (Allottee) to the VENDOR (Promoter) towards the Apartment & Others;*
- ii) *The Total Price above includes Taxes; [consisting of tax paid or payable by the VENDOR (Promoter) by way of value added tax, service tax, G.S.T., C.G.S.T, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the VENDOR (Promoter)] up to the date of the handing over the possession of the Apartment :*  
*Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the PURCHASER (Allottee) to the VENDOR (Promoter) shall be increased/ reduced based on such change/ modification.*
- iii) *The VENDOR (Promoter) has periodically intimated to the PURCHASER (Allottee), the amount payable as stated in (i) above and the PURCHASER (Allottee) has made payment thereof. In addition, the VENDOR (Promoter) has provided to the PURCHASER (Allottee) the details of the taxes paid or demanded along with the Acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective;*
- iv) *The Total Price of Apartment includes :*
  - 1) *Pro rata share in the Common Areas; and*
  - 2) *Covered parking(s) as provided in the Agreement.*

1.3 The Total Price has been escalation free, save and except increases which the PURCHASER (Allottee) agreed to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The VENDOR (Promoter) undertakes and agrees that while raising a demand on the PURCHASER (Allottee) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification /order /rules

/regulations to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments;

- 1.4 The PURCHASER (Allottee) has made the payment of the Total Price as described above as per the Memo of Consideration set out in Schedule "C" (***'Memo & Receipt'***) the receipt whereof the VENDOR (Promoter) hereby and also by the Memo & Receipt hereunder in Schedule "C" admit and acknowledge and of from the payment of the same hereby release, acquit and discharge the PURCHASER (Allottee) and the said ASSOCIATION and also the Apartment, the Car Park (if any) and the Appurtenant Common Area;
- 1.5 The said ASSOCIATION or the VENDOR (Promoter) as the case may be, may allow, in its sole discretion, a rebate for early payments of the maintenance charges and service charges;
- 1.6 It is agreed that the PURCHASER (Allottee) shall not make any major addition and alteration in respect of the Apartment, without the previous written consent of the said Association;
- 1.7 The VENDOR (Promoter) confirms that the final carpet areas of the Apartment has been mentioned in this Deed which has been ascertained after construction of the building is complete and the occupancy certificate the granted by the competent authority, and that the Total Price payable for the carpet area has been recalculated upon confirmation by the PURCHASER (Allottee) and monetary adjustments has been made at the same rate per square feet as agreed in Para 1.2 of this Deed.
- 1.8 The VENDOR (Promoter) agrees and acknowledges, the PURCHASER (Allottee) shall have the right to the Apartment as mentioned below :
  - i) The PURCHASER (Allottee) shall have exclusive ownership of the Apartment;

- ii) The PURCHASER (Allottee) shall also have undivided proportionate share in the common areas. Since the share/ interest of PURCHASER (Allottee) in the common areas is undivided and cannot be divided or separated, the PURCHASER (Allottee) shall use the common areas, along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the PURCHASER (Allottee) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the VENDOR (Promoter) is conveying Appurtenant Common Areas to Association of Allottees as provided in the Act;
- iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities as provided within the Project;

1.9 It is made clear by the VENDOR (Promoter) and the PURCHASER (Allottee) agrees that the Apartment along with the said Car Park (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the PURCHASER (Allottee). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, shall not form a part of the declaration

to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972;

1.11 The VENDOR (Promoter) agrees to pay all outgoings/ dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project), if any. If the VENDOR (Promoter) fails to pay all or any of the outgoings / dues collected by it from the PURCHASER (Allottee), the VENDOR (Promoter) agrees to be liable, even after the transfer of the property, to pay such outgoings / dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person;

## **2. MODE OF PAYMENT :**

The PURCHASER (Allottee) has made the payment of the Total Price as described above in the Memo & Receipt set out in Schedule "C" hereto;

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

3.1 The PURCHASER (Allottee) acknowledges and accept that if the PURCHASER (Allottee) resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**'FEMA'**), Reserve Bank of India Act, 1934 (**'RBI Act'**) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the VENDOR (Promoter) with such permission, approval which would enable the

VENDOR (Promoter) to fulfill its obligations under this Deed. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The PURCHASER (Allottee) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The VENDOR (Promoter) accepts no responsibility in regard to matters specified in Para 3.1 above. The PURCHASER (Allottee) shall keep the VENDOR (Promoter) fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the PURCHASER (Allottee) subsequent to the signing of this Deed, it shall be the sole responsibility of the PURCHASER (Allottee) to intimate the same in writing to the said ASSOCIATION immediately and comply with necessary formalities if any, under the applicable laws. The VENDOR (Promoter) shall not be responsible towards any third party making payment/remittances on behalf of PURCHASER (Allottee) and such third party shall not have any right in the said Apartment in any way;

#### **4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS :**

The PURCHASER (Allottee) authorizes the VENDOR (Promoter) and the said ASSOCIATION to adjust / appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the PURCHASER (Allottee) against maintenance and service charges of the Apartment, if any, in his / her / its name and the PURCHASER (Allottee) undertakes not to object / demand / direct the VENDOR (Promoter) to adjust such adjustments / appropriation in any manner and replenish the same with

interest as be charged by the said ASSOCIATION or the VENDOR (Promoter) as the case may be;

## **5. TIME IS ESSENCE :**

The PURCHASER (Allottee) shall abide by the time schedule for payment of maintenance and service charges as declared and determined by the said ASSOCIATION or the VENDOR (Promoter) as the case may be, and that Time for payment is and shall be of essence;

## **6. CONSTRUCTION OF THE PROJECT / APARTMENT :**

The PURCHASER (Allottee) has seen the layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and the specification, amenities and facilities annexed along with the said Agreement which has been approved by the competent authority, as represented by the VENDOR (Promoter);

The PURCHASER (Allottee) hereby acknowledge, confirm and concur that the VENDOR (Promoter) has developed and completed the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Deed, the VENDOR (Promoter) has strictly abided by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Building Bye laws of Kolkata Municipal Corporation and that there is no breach of the terms by the VENDOR (Promoter) in any manner whatsoever;

## **7. POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment** – The PURCHASER (Allottee) acknowledge and confirm that the VENDOR (Promoter) has made timely delivery of possession of the Apartment to the PURCHASER (Allottee) and the Common Areas to the said ASSOCIATION.
- 7.2 **Procedure for taking possession** - The PURCHASER (Allottee) acknowledge and confirm that the VENDOR (Promoter), upon obtaining the occupancy certificate from the competent authority has offer in writing the possession of the Apartment to the PURCHASER (Allottee) within 45 days (approx.) from the date of issue of occupancy certificate and that the PURCHASER (Allottee), from the date of taking possession, agree(s) to pay the maintenance charges as determined by the VENDRO (Promoter) or the said ASSOCIATION of Allottees, as the case may be;
- 7.3 **PURCHASER (Allottee) taking possession of Apartment** - The PURCHASER (Allottee) has already taken possession of the Apartment from the VENDOR (Promoter) by executing necessary indemnities, undertakings and other documentation and the VENDOR (Promoter) has given possession of the Apartment to the PURCHASER (Allottee);
- 7.4 **Possession by the said ASSOCIATION of Common Areas** – The said ASSOCIATION has already taken possession of the common areas from the VENDOR (Promoter) by executing necessary indemnities, undertakings and other documentation and the VENDOR (Promoter) has given possession of the common areas to the said ASSOCIATION;
- 7.5 **Cancellation** - The VENDOR (Promoter) shall have no right to cancel / withdraw the sale and transfer hereby made;
- 7.6 **Compensation** – The PURCHASER (Allottee) acknowledges and confirm that there is not defective title of the land, on which the Project is has been developed, and that the construction and completion has been done to the full and complete satisfaction of the PURCHASER (Allottee) and that

the PURCHASER (Allottee) and the said ASSOCIATION shall not have any claim for the interest and compensation;

## **8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR (PROMOTER):**

The VENDOR (Promoter) hereby represents and warrants to the PURCHASER (Allottee) as follows:

- i) The VENDOR (Promoter) before this sale and the related agreement for sale had absolute, clear and marketable title with respect to the Apartment and absolute, actual, physical and legal possession of the Apartment for the Project;
- ii) The VENDOR (Promoter) had lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii) There are no encumbrances upon the Apartment;
- iv) There are no litigations pending before any Court of law or Authority with respect to the Apartment;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and [Apartment] have been valid and subsisting and were obtained by following due process of law. Henceforth, the said ASSOCIATION shall at all times, remain liable and responsible for compliance with all applicable laws in relation to the Project, Said Land, Building and Apartment and common areas;
- vi) The VENDOR (Promoter) has the right to execute and register this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER (Allottee) created herein, may prejudicially be affected;

- vii) The VENDOR (Promoter) has not entered into any Agreement for Sale or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of PURCHASER (Allottee) under this Deed;
- viii) The VENDOR (Promoter) confirms that the VENDOR (Promoter) is not restricted in any manner whatsoever from selling the said Apartment to the PURCHASER (Allottee) in the manner contemplated in this Deed;
- ix) At or before the execution of this Deed the VENDOR (Promoter) has handed over lawful, vacant, peaceful, physical possession of the Apartment to the PURCHASER (Allottee) and the common areas to said ASSOCIATION;
- x) The Apartment is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Apartment;
- xi) The VENDOR (Promoter) has duly paid and discharged or shall pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Apartment to the competent authorities till the completion certificate has been issued and possession of the Apartment has been handed over to the PURCHASER (Allottee) and possession of the common areas has been handed over to the said ASSOCIATION;
- xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the Apartment) has been received by or served upon the VENDOR (Promoter) in respect of the Apartment;
- xiii) That the Apartment is not Waqf property;

## 9. DEFAULTS AND CONSEQUENCES :

9.1 The PURCHASER (Allottee) acknowledge and confirm the VENDOR (Promoter) is not under a condition of default, and that :

- i) VENDOR (Promoter) has provided ready to move in possession of the Apartment to the PURCHASER (Allottee) within the time period specified, confirm that for the purpose of this Clause, 'ready to move in possession' means that the Apartment has been and is in a habitable condition which is complete in all respects;
- ii) VENDOR (Promoter) has not discontinued its business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under;

9.2 The PURCHASER (Allottee) acknowledges and confirm that since there is no default by the VENDOR (Promoter) the PURCHASER (Allottee) is not entitled to anything from the VENDOR.

9.3 The PURCHASER (Allottee) shall be considered under a condition of default, on the occurrence of the following events :

- i) In case the Allottee fails to make payments for 2 consecutive demands made by the said ASSOCIATION, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed by the said ASSOCIATION<sup>4</sup>;
- ii) In case of default by PURCHASER (Allottee) continues for a period beyond two consecutive months after notice from the said ASSOCIATION in this regard, the said ASSOCIATION may take such steps for realization thereof as the said ASSOCIATION may deem fit and all costs, expenses and overhead charges in respect thereof shall be borne and paid by the PURCHASER (Allottee).

## 10. CONVEYANCE OF THE APARTMENT :

<sup>4</sup> Rule 17 : Interest payable at the Prime lending rate of SBI + 2%.

The VENDOR (Promoter), on receipt of Total Price of the Apartment from the PURCHASER (Allottee) is executing this conveyance deed and convey the title of the Apartment , to the PURCHASER (Allottee),

#### **11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :**

The VENDOR (Promoter) on and from this date shall not be responsible for providing and maintaining the essential services in the Project, and it shall be deemed that taking over of the maintenance of the Project by said ASSOCIATION has already been done upon the issuance of the completion (Occupancy) certificate of the Project.

#### **12. DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the VENDOR (Promoter) as per this Deed relating to such development is brought to the notice of the VENDOR (Promoter) within a period of five years by the PURCHASER (Allottee) from the date of handing over possession, it shall be the duty of the VENDOR (Promoter) to rectify such defects without further charge, within thirty days, and in the event of VENDOR (Promoter)'s failure to rectify such defects within such time, the aggrieved PURCHASER (Allottee) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

#### **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :**

The PURCHASER (Allottee) hereby confirms and covenant that his/her/its right to the use of Common Areas is subject to timely payment of total

maintenance charges, as determined and thereafter billed by the said ASSOCIATION (or the maintenance agency appointed by it) and performance by the PURCHASER (Allottee) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the said ASSOCIATION from time to time;

#### **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :**

The said ASSOCIATION shall have rights of unrestricted access of all common areas, garages / closed parking's and parking spaces for providing necessary maintenance services and the PURCHASER (Allottee) agrees to permit the said ASSOCIATION and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **15. USAGE :**

##### **Use of Basement(s) and Service Areas :**

The basement(s) and Service Areas, if any, as located within the AMBIENT AADYA (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans;

The PURCHASER (Allottee) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by said ASSOCIATION for rendering maintenance services;

#### **16. COMPLIANCE WITH RESPECT TO THE APARTMENT :**

16.1 The PURCHASER (Allottee) is and shall be solely responsible to maintain the said Apartment at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

16.2 The PURCHASER (Allottee) further undertakes, assures and guarantees that he / she / it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the facade of the building or anywhere on the exterior of the Project, building therein or common areas;

The PURCHASER (Allottee) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design;

Further the PURCHASER (Allottee) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building;

The PURCHASER (Allottee) shall also not remove any wall, including the outer and load wall of the Apartment;

16.3 The PURCHASER (Allottee) shall plan and distribute its electric load in conformity with the electric systems installed by the VENDOR (Promoter) and thereafter said ASSOCIATION and/or maintenance agency appointed by said ASSOCIATION;

The PURCHASER (Allottee) shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

## **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :**

The Parties are executing this Deed for transfer of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular;

That the Allottee hereby undertakes that he/she/it shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/its own cost;

## **18. ADDITIONAL CONSTRUCTIONS :**

The VENDOR (Promoter) undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except as provided in the Act;

## **19. VENDOR (PROMOTER) SHALL NOT MORTGAGE OR CREATE A CHARGE :**

After the VENDOR (Promoter) executes this Deed the VENDOR (Promoter) shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the PURCHASER (Allottee) in respect of the Apartment;

## **20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :**

The VENDOR (Promoter) has assured the PURCHASER (Allottee) that the Project in its entirety is in accordance with the permissible provisions of West Bengal Apartment Ownership Act, 1972. The VENDOR (Promoter) is showing compliance of various laws / regulations as applicable in West Bengal;

## **21. BINDING EFFECT :**

The execution and registration of this Indenture create a binding effect on all the Parties;

## **22. ENTIRE DEED :**

This Indenture, along with its schedules, constitutes the entire and final Document between the Parties with respect to the Apartment and the Appurtenant Common Areas and it supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment and Appurtenant Common Areas as the case may be;

## **23. RIGHT TO AMEND :**

This Deed may only be amended, modified or rectified through written consent of the Parties.

## **24. PROVISIONS OF THIS DEED APPLICABLE PURCHASER (ALLOTTEE) / SUBSEQUENT PURCHASER (Allottee) :**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and

enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes;

## **25. WAIVER NOT A LIMITATION TO ENFORCE :**

25.1 The said ASSOCIATION may, at its sole option and discretion, without prejudice to its rights as set out in this Deed waive the breach by the PURCHASER (Allottee) with respect of the payment of interest for delayed payment;

It is made clear and so agreed by the Allottee that exercise of discretion by the said ASSOCIATION in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees;

25.2 Failure on part of the said ASSOCIATION to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision;

## **26. SEVERABILITY :**

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of this Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed;

## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

Wherever in this Deed it is stipulated that the PURCHASER (Allottee) has to make any payment, in common with other PURCHASER (Allottee) in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

## **28. FURTHER ASSURANCES :**

The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction;

## **29. PLACE OF EXECUTION :**

The execution of this Deed is completed only upon its execution by the VENDOR (Promoter), the PURCHASER (Allottee) and the said ASSOCIATION through its authorized signatory at the VENDOR (Promoter)'s Office, or at some other place, which may be mutually agreed between the VENDOR (Promoter), the PURCHASER (Allottee) and the ASSOCIATION in Kolkata and after this Deed is duly executed by the PURCHASER (Allottee), the VENDOR (Promoter) and the said ASSOCIATION or simultaneously with the execution this Deed or any day soon thereafter shall be registered at the office of the District Sub-Registrar at Alipore OR the Additional District Sub-Registrar at Alipore OR the Registrar of Assurance at Calcutta, and

Hence this Deed shall be deemed to have been executed at Kolkata.

### **30. NOTICES :**

That all the notices to be served on the PURCHASER (Allottee), the said ASSOCIATION and the VENDOR (Promoter) shall be deemed to have been duly served if sent to the PURCHASER (Allottee) or the VENDOR (Promoter) by Speed (registered) Post / Email at their respective addresses specified in the name clause aforesaid which may be treated as if the same has been set out herein below;

It shall be the duty of the PURCHASER (Allottee), the said ASSOCIATION and VENDOR (Promoter) to inform each other of any changes subsequent to the execution of this Deed in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the VENDOR (Promoter), the said ASSOCIATION and the PURCHASER (Allottee), as the case may be.

### **31. JOINT PURCHASER (ALLOTTEE) :**

That in case there are Joint PURCHASER (Allottee) all communications shall be sent by the VENDOR (Promoter) to the PURCHASER (Allottee) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASER (Allottee);

### **32. GOVERNING LAW :**

That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

### 33. DISPUTE RESOLUTION :

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled through the Adjudicating Officer appointed under the Act;

### 34. OTHER TERMS & CONDITIONS :

A] FURTHER TERMS (in furtherance to the Clause-1 of the instant Deed) :

- a} **ADDITIONAL CHARGES & REIMBURSEMENTS** : In addition to the Total Price stated above, the Allottee shall pay to the Promoter towards Charges & Reimbursement on various heads as mentioned below respectively within 7 days of receiving notice for possession from the Promoter :-
- b} **MISC. CHARGES** : In addition to the Total Price, Deposits, Documentation / Legal Expenses as stated above, the Allottee bear and pay the following charges and expenses, as the situation may arise to be paid in the manner mentioned below respectively :-

Sl.	Particulars
i\	All <b>Common Expenses</b> shall be borne and paid by the Allottee/s on pro-rata basis and all such payments shall be made through the VENDOR (Promoter) or the said ASSOCIATION as the case may be;
ii\	The <b>Municipal rates, taxes and other outgoings</b> in respect of <u>the Apartment</u> (entire) and <u>the Appurtenant Common Area</u> (pro rata basis) for the period before Date of Possession shall be borne and paid by the VENDOR (Promoter), and the same thereafter shall be fully and in its entirety be borne and paid by the PURCHASER (Allottee) and all such payments shall be made through the the VENDOR (Promoter) or the said ASSOCIATION as the case may be till the Apartment is mutated and separately assessed by KMC in the name of PURCHASER (Allottee) the same thereafter shall be paid directly by the PURCHASER (Allottee);

Sl.	Particulars
iii\	In case of default in payment of Common Expenses, the Allottee shall be paying Interest @ 0.5% per week (as per English Calender) or part thereof on the amount due for the period of default, to the Association of Allottees.

- c} All new taxes or impositions or payable to the authority by whatever name it may be called, over and above whatever is payable on the date of the Agreement for Sale, shall be to the account of PURCHASER (Allottee) and shall be borne and paid by the PURCHASER (Allottee) in its entirety;
- d} All Open and Covered areas in the Said Land and the Building (the Project) there at (including all car parking spaces) save and except the Apartment & Paring Space for the Allottee will be the exclusive property of the VENDOR (Promoter) and/or their respective Transferee/s with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof;
- e} The PURCHASER (Allottee) will be at liberty to sell, transfer, convey, gift, lease out, let out, give on leave & license, mortgage, charge, create lien, or in any other way dispose off, encumber or alienate the Apartment to any person who so ever, and in all such documents the said ASSOCIATION shall join in respect of the Appurtenant Common Areas but all consideration, benefits, realization therefrom shall belong to the PURCHASER (Allottee) and the said ASSOCIATION shall not claim any interest or share therein:

**B] CONSTRUCTION OF THE APARTMENT** (in furtherance to the Clause-6 of the instant Deed) :

- a} The permissible modification or alteration in the Apartment may be done by the PURCHASER (Allottee) without any permission or consent from the said ASSOCIATION or the VENDOR (Promoter);
- b} Natural materials like marble, granite, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by the mineral complex composition, cracks, inherent impurities are likely to occur, for which the VENDOR (Promoter), shall not

be held responsible or accountable for cracks, discoloring or deterioration in the quality of such natural materials;

- c} Sand, Bricks, water, etc. used for construction work are natural materials containing various inherent impurities in its mineral composition. Any defects by these minerals resulting in salt peter action, hairline cracks or shrinkage cracks (due to thermal expansion and contraction) on the plastered surface resulting into its deterioration for which the VENDOR (Promoter), shall not be held responsible or accountable;

C] POSSESSION OF THE APARTMENT (in furtherance to the Clause-7 of the instant Deed) :

- a} Notwithstanding whether the PURCHASER (Allottee) has taken actual physical possession or not, the Date of Possession shall always be expiry of 7 days from the date of notice issued by the VENDOR (Promoter) to the PURCHASER (Allottee) for delivery of possession and it is expressly agreed by the PURCHASER (Allottee) that from the date of possession the PURCHASER (Allottee) shall be bound to pay all charges payable for the Apartment & allied including maintenance charges and municipal rates and taxes irrespective of whether the PURCHASER (Allottee) take possession of the Apartment & allied or not;

D] MAINTENANCE OF THE PROJECT (in furtherance to the Clause-11 of the instant Deed) :

- a} The promoter shall not be responsible for Maintenance of the Project and the Apartment or for providing and maintaining the essential services and the same shall be done by the said ASSOCIATION;
- b} **'Common Expenses'** shall always mean and include the following –
  - 1\ MAINTENANCE : All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the common areas including all exterior and interior walls (but not inside any unit) and in particular the roof to the extent of leakage from the upper floors;
  - 2\ OPERATIONAL: All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment's and installations

comprised in the common areas including transformer, generator, lift, water pump and light etc. and also the costs of repairing renovating and replacing the same;

- 3\ STAFF : The salaries and all other expenses of the staff to be employed for the common purposes viz. accountant, manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits;
  - 4\ TAXES & LEVIES : Municipal rates, taxes and levies and all other outgoings for the common areas or for the said premises or for the building save the taxes determined and payable by the Unit owners for their respective units upon separate assessment;
  - 5\ ASSOCIATION OF ALLOTTEES : Establishment and all other expenses of Association of Allottees or any agency looking after the common areas;
  - 6\ INSURANCE : Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lighting, mob, violence, civil commotion (and other risks, if insured);
  - 7\ RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses;
  - 8\ FACILITIES : All costs and expenses incurred for the installation, maintenance, up keep and running of the facilities in the Project;
  - 9\ OTHERS : All other expenses and/or outgoings as may be determined by the Vendor / Association Of Allottees for the common purposes;
- c} Notwithstanding anything contained in these presents or elsewhere, the Project from the very beginning shall be maintained by the said ASSOCIATION and that immediately upon delivery of Occupancy (Completion) Certificate by KMC, it shall be deemed that automatically by operation of this agreement the maintenance of the said Project has stood transferred to and vested with the said ASSOCIATION;
- d} After delivery of possession of the said Apartment by the VENDOR (Promoter), if the PURCHASER (Allottee) would fail or neglect to pay any of the amounts as and when the same would become payable as per the terms of this Agreement or if the PURCHASER (Allottee) would in any way fail to perform or observe any of the terms conditions covenants and stipulations herein contained and on the part of the PURCHASER (Allottee) to be observed and performed, the VENDOR (Promoter) or the said ASSOCIATION as the case may be shall be entitled, without prejudice to

their other rights, to discontinue the supply of electricity as also supply of water in the said Apartment, without being liable for any damages and it is made clear that the PURCHASER (Allottee) herein shall not be entitled to restoration of supply of water and electricity in the said Apartment till the PURCHASER (Allottee) has remedied the breach of terms and has also duly paid all outstanding amounts payable by the PURCHASER (Allottee) Together With interest thereon and further the reconnection charges as may be fixed by the VENDOR (Promoter) / said ASSOCIATION;

E] DEFECT LIABILITY (in furtherance to the Clause-12 of the instant Agreement) :

- a} Notwithstanding anything contained in these presents or elsewhere, the PURCHASER (Allottee) shall be entitled to claim its Defect Liability, if and only if the PURCHASER (Allottee) proves to the satisfaction of the Architect of the Project that –
  - i\ The PURCHASER (Allottee) has not made any kind of addition, alteration or change in the Apartment and allied, all walls, floor, electrical wiring & fittings, as provided by the VENDOR (Promoter);
  - ii\ The PURCHASER (Allottee) has taken utmost care and have maintained the Apartment and all fittings, fixtures and equipment in most diligent manner;
  - iii\ the PURCHASER (Allottee) has not done any act, deed or thing due to which the VENDOR (Promoter) faces problem/s in getting the insurance claim in respect of the Defect Liability;
  - iv\ the PURCHASER (Allottee) has not violated any of the convants in these presents;

F] COMPLIANCE WITH RESPECT TO APARTMENT (in furtherance to the Clause-15 of the instant Agreement) :

- a} The PURCHASER (Allottee) has acknowledged that the right of the PURCHASER (Allottee) shall remain restricted to the Apartment and the land appertaining thereto and right in the Proportionate Common Parts;
- b} As from the date of possession the PURCHASER (Allottee) covenants:

- i\ To use the Apartment and allied for such purposes only as mentioned in the Schedule "A";
- ii\ To co-operate with the VENDOR (Promoter) and the said ASSOCIATION in the management and maintenance of the proposed Building on the Said Land and that the PURCHASER (Allottee) and other Co-PURCHASER (Allottee) of the Project shall pay their share(s) of deposits, subscription and such fees and charges as may be levied and decided by the said ASSOCIATION;
- iii\ To observe the Rules and Regulations framed from time to time either by the said ASSOCIATION for the common purpose/expenses;
- iv\ On prior notice to allow the VENDOR (Promoter) and the said ASSOCIATION with or without the workmen to enter into the Apartment & allied for completion, repairs and for the common purpose;
- v\ To pay and bear the common expenses, electricity and other utility charges and outgoings for the Apartment & allied, wholly and the common areas proportionately;
- vi\ To pay and bear the municipal rates, taxes, levies and other outgoings relating to the new building in the Said Land, proportionately PROVIDED the same relate to the period commencing from the date of possession;
- vii\ To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Apartment & allied wholly;
- viii\ Not to let out or part with possession of the Apartment & allied before giving prior intimation in writing to the said ASSOCIATION of the full particulars of the intended occupant, rent and all other charges and benefits receivable by the PURCHASER (Allottee) in respect of the Apartment & allied (to the extent necessary for assessment of the liability for rates, taxes and other impositions) until separate assessment of the Apartment & allied (for the purpose of municipal tax) is done in the name of the PURCHASER (Allottee);

- ix\ Not to use the Apartment & allied or permit the same to be used for any illegal or immoral purpose which may in any way violate and civil, criminal or any other law;
- x\ The exterior of the Apartment & allied shall not be decorated or redecorated otherwise than in the manner agreed to with the VENDOR (Promoter) and/or said ASSOCIATION in writing and in accordance with the general scheme as provided by the Architect of the VENDOR (Promoter) ;
- xi\ Not to use / apply any other colour scheme on the balcony attached or in surroundings of the Apartment & allied save the colour scheme approved or provided therefore by the Architect of the VENDOR (Promoter) ;
- xii\ Not to install any air conditioner and/or exhaust fan except at the place(s) previously approved by the VENDOR (Promoter);
- xiii\ To get DTH / Cable TV / Broad Band connection only through the approved operators;
- xiv\ To install equipment relating to the above, only at the locations specified by the VENDOR (Promoter) and the wiring and cabling should be done through the locations specified by the VENDOR (Promoter);
- xv\ Not to divide or sub-divide the Apartment & allied and/or the said Car Parking space/s;
- xvi\ To use the said Car Parking space/(s) only for the purpose of parking of the cars for whom the same has been earmarked as part and parcel of the said Apartment / Unit and not to use the same for any other purpose whatsoever;
- xvii\ Not to place or store any material in the common areas or in the common corridors, any goods or things whatsoever nor erect any cupboard etc. over these areas;
- xviii\ To observe and confirm/comply to all regulations and restrictions made by the said ASSOCIATION from time to time for the proper management and maintenance of the building;

- xix\ Not to bring or permit to remain upon the Apartment & allied any machinery, goods or other articles which shall or may strain or damage any part or portion of the common areas or any portion of the building thereof;
- xx\ Not to shift or obstruct any windows or lights which in any change or affect the outer face of the Building and the internal common parts;
- xxi\ Not to do or permit any opening, structural change or change in elevation without the consent in writing of the VENDOR (Promoter) or said ASSOCIATION;
- xxii\ Not to throw any rubbish, save to such extent and at such place or places as be permitted and specified by the VENDOR (Promoter) or said ASSOCIATION;
- xxiii\ Not to do anything whereby the other unit owners or the co-PURCHASER (Allottee) or the co-transferees are obstructed in or prevented from enjoying their respective units quietly and exclusively;
- xxiv\ Not to claim any right over the space(s) earmarked and/or reserved by the VENDOR (Promoter) for open/covered car parking space(s) or for any other usage in the common parts/ portions kept exclusive for common purpose whether specifically depicted in the said plan or, not;
- xxv\ Not to claim any right, title and interest over the space(s) earmarked and/or reserved by the VENDOR (Promoter) gifted to the Kolkata Municipal Corporation as enumerated hereinabove;
- xxvi\ To keep the Apartment & allied in good state of repairs and condition and to carry out necessary repairs or replacements as and when required;
- xxvii\ Not to put any articles including name plate and letter box save at the place approved or provided therefore by the VENDOR (Promoter) and/or the said ASSOCIATION;
- xxviii\ Not to bring nor store in the Apartment & allied any article or substance of combustible inflammable or dangerous nature and to

comply with all recommendations of the maintenance organization/  
fire authority as to fire precautions;

- xxix\ Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Apartment & allied or any part thereof;
- xxx\ To observe such other covenants as be deemed reasonable;
- xxxi\ Not to make any hole either to the beams or to the pillars or to any structural member nor put any weight/load on the beams and pillars;
- xxxii\ Not to claim any exclusive right over the roof / terrace and over and in respect of other common / open spaces but shall be at liberty to use and enjoy the same as common parts jointly and in common with other Co-PURCHASER (Allottee).
- xxxiii\ The PURCHASER (Allottee) shall not be entitled to -
  - 1/ Claim any right, title, interest or possession except the Apartment, the Land Share and the Appurtenant Common Area;
  - 2/ Claim any right in respect of the other Units and spaces at the said building save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the Apartment & allied and/or for utility pipes, cables and lines to be installed in the Apartment & allied;
  - 3/ Raise any objection or hindrance either before the municipal authorities or before any Government Authorities or any other authority private or public for the VENDOR (Promoter) obtaining sanction of the building plan(s) for additional construction and smooth construction of the additional area in building and sell, transfer or dispose thereof;
  - 4/ Create any obstruction or hindrance in any manner whatsoever for exercising the right, title and interest of the VENDOR (Promoter) in respect of any portion of the Said Land;

G] ADDITIONAL CONSTRUCTION (in furtherance to the Clause-18 of the instant Agreement) :

- a} Notwithstanding anything contained in there presence or elsewhere, the provisions in respect of Construction of the Project / Apartment, and the provisions in respect the Additional Construction or anything of similar nature as contained in these presents or elsewhere does not and shall not restrict the VENDOR (Promoter) in any manner from making additional constructions on the roof of the building with prior or post sanction and/or regularization or otherwise and further that the PURCHASER (Allottee) and the said ASSOCIATION are hereby giving its clearance, consent and permission in advance for the same;

H] FURTHER ASSURANCES (in furtherance to the Clause-28 of the instant Deed):

- a} The parties hereto jointly as well as severally appoint **Ayin Co.**, Advocates + Attorney (IPR) having Email – ayin.co.law@gmail.com by Mr.Naresh Balodia, Advocate as Advocates for the Project (herein called '**said Advocates**'), who has drafted the instant Agreement, and that all kind of IPR rights including copyright of this Agreement and all documents in respect of the transaction concerned shall belong to and remain with the said Advocate;
- b} The said Advocates shall also look after all the legal affairs relating to the Common Matters of the Project, and also relating to the affairs of the Association of Allottees for which separate fees shall be paid by the party concerned as per their standard fee chart;
- c} All agreements, deeds, documents, papers and writing in respect of the Project shall be done by the said Advocates of the Project;
- d} The standard documents for the Projects as prepared by the said Advocates of the Project cannot be changed by any of the parties hereto without prior approval of the Advocates of the Project;
- e} Notwithstanding anything contained in these presents or elsewhere all earlier letters, correspondence, forms, applications, emails, and communication of each and every nature between the Promoter and the Allottee are hereby amended, replaced and/or substituted by this Agreement and henceforth the previous contract/s aforesaid shall have not effect, or virtue;

I] **DISPUTE RESOLUTION** (in furtherance to the Clause-33 of the instant Deed) :

All the disputes and differences between the parties hereto in any way connected to the Project and/or the Apartment and/or arising out this Agreement or any other Agreement or Arrangement and in respect of Maintenance and/or Management of the Project and Common Matters of the Project (including after its completion) and the affairs relating to the Association of Allottees shall be referred to the sole Arbitration of the said Advocates for the Project whose Final Award as well Interim Award and Orders shall be final conclusive and binding on the parties hereto and the same shall be executable as court decree directly, and that the Place of Arbitration shall be at Kolkata;

### **The Schedules**

The following Schedules are annexed to this Indenture of Conveyance (Sale Deed) all of which shall be treated as a part of this Deed and has been agreed to between the Parties.

- A] Schedule - **"A"** :
- 1] Description of Said Land along with Boundaries in all Four Directions (in Part-I), and
  - 2] Description of the Apartment and The Parking Space (in 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> Paras of Part-II) being conveyed to the PURCHASER (Allottee), and
  - 3] Description of the Appurtenant Common Areas relating to and/or attributable to the Apartment (in 1<sup>st</sup> & 2<sup>nd</sup> Para of Part-III) being conveyed to the said ASSOCIATION for the benefit of and for holding on account of the PURCHASER (Allottee);
- B] Schedule - **"B"** :
- 1] Site Plan Of The Said Land;
  - 2] Floor Plan Of the Flat, the Balcony, the SQ;
  - 3] Floor Plan Of The said Car Park;
- C] Schedule - **"C"** : Receipt and Memo of Consideration;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

EXECUTED AND DELIVERED BY THE WITHIN NAMED :

**VENDOR (Promoter) :**

1)	Signature		
	Name		
	Address		

SIGNED AND DELIVERED BY THE WITHIN NAMED :

**PURCHASER (Allottee) :** *(including Joint Buyers)*

1)	Signature		
	Name		
	Address		

2)	Signature		
	Name		
	Address		

SIGNED AND DELIVERED BY THE WITHIN NAMED :

**Said ASSOCIATION :**

2)	Signature		<i>Please affix photographs and sign across the photograph</i>
	Name		
	Address		

All At Kolkata

**WITNESSES :**

1]	Signature		
	Name		
	Address		

2]	Signature		
	Name		
	Address		

Drafted as per instructions of the parties :-

By = **Ayin Co.,** Advocates + Attorney (IPR)

Email : ayin.co.law@gmail.com

✓ NARESH BALODIA, Advocate - High Court, Calcutta & Supreme Court, Delhi.

**Res.** = 9, Desh Pran Shasmal Road, Kolkata-700 033

**Email** = naresh.balodia@gmail.com

**Mobile= +91 87776 43079**

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## Schedule – “A”

### Part - I ( '*Said Land*' )

ALL THAT messuage, tenement, hereditaments, boundary walls, building and structure together with the piece or parcel of land containing an area of **8 Cottahs 13 Chittaks 17 Square Feet** (=591 Square Metres) more or less situate lying at and being Municipal Premises No. 4, RAJANI SEN ROAD, Ward No.87, Police Station – Tollygunge, Kolkata-700 026, within the limits of the Kolkata Municipal Corporation and shown in PURPLE border on the map or plan annexed hereto and marked as Schedule – “B1” and butted and bounded in the manner as follows : -

ON THE NORTH : By Municipal Road known as Rajani Sen Road.  
ON THE EAST : By 6, Rajani Sen Road.  
ON THE SOUTH : By 84 Russa Road.  
ON THE WEST : By 2/A Rajani Sen Road.

OR HOWSOEVER OTHERWISE the said Land aforesaid known, numbered, described and distinguished.

## Schedule – “A”

### Part - II (*'Apartment' & 'Car Park'*)

#### 1<sup>st</sup> Para (*'Said Flat'*)

ALL THAT the Residential **Flat No.** \_\_\_\_\_ comprising of \_\_\_\_\_ **square feet** of **Carpet Area** (approx.) (= Super Built Area of \_\_\_\_\_ sft.) on the \_\_\_\_\_ **Floor** at the \_\_\_\_\_ **Side** of the building known as “AMBIENT AADYA” and delineated in the plan annexed hereto and marked as Schedule – “B2” duly bordered thereon in ‘RED’ in the building at the Said Land more fully described in Part-I of this Schedule-“A” above written;

OR HOWSOEVER OTHERWISE the said Apartment is known, numbered, described and distinguished;

#### 2<sup>nd</sup> Para (*'Said Balcony'*)

ALL THAT the Varanda / Balcony comprising of \_\_\_\_\_ **square feet** of **Carpet Area** (approx.) (= Super Built Area of \_\_\_\_\_ sft.) on the \_\_\_\_\_ **Floor** of the building known as “AMBIENT AADYA” and delineated in the plan annexed hereto and marked as Schedule – “B2” duly bordered thereon in ‘GREEN’ in the building at the Said Premises more fully described in Part-I of this Schedule-“A” above written;

OR HOWSOEVER OTHERWISE the said Balcony is known, numbered, described and distinguished;

#### 3<sup>rd</sup> Para (*'Said SQ'*)

ALL THAT the Servant Quarter no. \_\_\_\_ comprising of \_\_\_\_ **square feet** of **Carpet Area** (approx.) (= Super Built Area of \_\_\_\_ sft.) on the \_\_\_\_ **Floor** of the building known as "AMBIENT AADYA" and delineated in the plan annexed hereto and marked as Schedule – "B2" duly bordered thereon in 'PINK' in the building at the Said Premises more fully described in Part-I of this Schedule-"A" above written;

OR HOWSOEVER OTHERWISE the said SQ is known, numbered, described and distinguished;

(Said Apartment, Said Balcony and Said SQ collectively - *'Apartment'*)

**4<sup>th</sup> Para**  
(*'Said Car Park'*)

ALL THAT \_\_\_\_ **numbers** Covered Normal Parking Space each having a covered area of 135 sft. (i.e. total covered area of \_\_\_\_ car parks would be \_\_\_\_ sft.) in the **Ground Floor** Level of the New Building "AMBIENT AADYA" at the said Land which have been delineated and demarcated by the VENDOR (Promoter) and known and numbered as CP No/s.\_\_\_\_ and shown in the plan annexed hereto and marked as Schedule – "B3" duly bordered thereon in 'RED';

## Schedule – “A”

### Part - III (*'Appurtenant Common Areas'*)

#### 1<sup>st</sup> Para (*'Pro rata Common Area in Building'*)

All That the undivided and undemarcated \_\_\_\_ square feet in Common Area (as mentioned just below this paragraph) of the Building “AMBIENT AADYA” at the Said Land which is appurtenant and/or attributable to the Apartment aforesaid –

- 1) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings, the common portions in the basement, common portions of the Ground Floor including but not limited to spaces allotted for maintenance staff, the common portions of the ultimate terrace/s, and common storage spaces, underground water tank, overhead water tank, all area under the walls, pillars, driveway, common toilets, security room;

#### 2<sup>nd</sup> Para (*'Pro rata Common Parts in the Project'*)

All That the proportionate undivided and un-demarcated share in following Common Area, Common Amenities, Common Facilities, Common Installations and Common Equipment (as mentioned just below this paragraph) in the Project “AMBIENT AADYA” at the Said Land which is appurtenant and/or attributable to the Apartment aforesaid –

- i) The entirety of the Said Land where the project is developed;
- ii) Installations of central services such as electricity, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

- iii) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- iv) All community facilities as provided in the real estate project;
- v) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

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Schedule – “B1”  
(Site Plan of the Said Land shown in PURPLE border)

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**Schedule – “B2”**

(Floor Plan/s of the said Flat, said Balcony, Said SQ  
shown in RED, GREEN & PINK border respectively)

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Schedule – “B3”

(Floor Plan/s showing the Said Car Park in RED border)

Ayin Co.

## Schedule – “C” (‘MEMO & RECEIPT’)

### RECEIPT

RECEIVED from the within named PURCHASER (Allottee), the within named sum of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_ Crores \_\_\_\_\_ Lacs \_\_\_\_\_ Thousand) only as total and/or full, final and entire consideration for sale of the Apartment, the Car Park (if any) and the Appurtenant Common Area in the manner mentioned and detailed below :-

### MEMO OF CONSIDERATION

<u>Sl.</u>	<u>Particulars</u>	<u>Amount</u> Rs.
1)		
2)		
3)		
4)		
5)		
<b>TOTAL</b>		_____

**Witness :**

\_\_\_\_\_  
**VENDOR** (Promoter)

## FORM FOR PHOTOGRAPHS & FINGER PRINTS

		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
	<b>Name :</b> _____ <i>(for VENDOR (Promoter) – as Partner)</i>	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				
		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
	<b>Name :</b> _____ <i>(for PURCHASER (Allottee) 1 – Self)</i>	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				
		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
	<b>Name :</b> _____ <i>(for PURCHASER (Allottee) 2 – Self)</i>	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				

## FORM FOR PHOTOGRAPHS & FINGER PRINTS

		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
	<b>Name :</b> _____ <i>(for the said ASSOCIATION - Authorized Signatory)</i>	Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				
		Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
	<b>Name :</b> _____	Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				
	<b>Name :</b> _____	Little	Ring	Middle	Fore	Thumb
		<b>LEFT HAND</b>				
		Thumb	Fore	Middle	Ring	Little
		<b>RIGHT HAND</b>				