

THIS INDENTURE made this _____ day of _____, Two
Thousand Twenty Three (2023);

BETWEEN

MANPRAKASH PROJECTS PRIVATE LIMITED (CIN No. U70102WB2013PTC192951) (PAN No. AAICM5726G), a Company incorporated under the Companies Act, 1956 and having its registered office at 18B, Ram Mohan Dutta Road, P.O. Lala Lajpatrai Sarani, Police Station - Bhawanipore, Kolkata-700 020 and represented through its Director **Sri Santosh Kumar Singhania** (PAN AJUPS9156L) (Aadhaar 629543087606) son of Sri Mannalal Singhania, by faith - Hindu, by occupation - Business, by nationality - Indian Citizen, residing at 18B, Ram Mohan Dutta Road, P.O. Lala Lajpatrai Sarani, Police Station - Bhawanipore, Kolkata-700 020, authorised by Company's resolution dated 9th July, 2019, hereinafter referred to as the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office and/or assigns) of the FIRST PART ;

AND

S. S. Singhania

PRAJAPATI BUILDERS (PAN No. AAXFP3994P), a Partnership firm carrying on its business at 41/A, Tarachand Dutta Street, 1st Floor, P.O. Collotolla, P.S. Jorasanko, Kolkata-700 073 and represented through its Partner **Sri Sandeep Kumar Saraogi (PAN AIIPS2104F) (Aadhaar No. 390030226095)** son of Late Shyam Sunder Saraogi, by faith - Hindu, by occupation - Business, by nationality - Indian Citizen, residing at 41/A, Tara Chand Dutta Street, P.O.:- Collotolla & P.S. Jorasanko, Kolkata-700 073, hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in- interest and assigns) of the **SECOND PART**;

AND

(1) _____ having PAN _____, having Aadhaar _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, PIN _____ and (2) _____ having PAN _____, having Aadhaar _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, (3) _____ having PAN _____, having Aadhaar _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, PIN _____ both/all residing at _____, Post Office _____, Police Station _____, PIN _____ hereinafter (jointly/collectively) referred to as the **ALLOTTEE(S)/PURCHASER(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

[OR]

[If the Allottee is a company]

_____ having PAN _____, having CIN _____, a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at _____, Post Office _____, Police Station _____, PIN _____ represented by one of its Director/Authorized Signatory _____ having PAN _____, having Aadhaar _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____

_____, residing at _____ Post Office _____
 Police Station _____, PIN _____, duly authorized vide
 board resolution dated _____, hereinafter referred to as the
ALLOTTEE/PURCHASER (which expression shall unless repugnant to the
 context or meaning thereof be deemed to mean and include its successor,
 successors-in-interest, and assigns) of the **THIRD PART**;

[OR]

[If the Allottee is a Partnership]

_____, having PAN _____, a partnership firm registered
 under the Indian Partnership Act, 1932 having its principal place of business at
 _____, Post Office _____, Police Station _____
 PIN _____, represented by its Authorized Partner _____
 having PAN _____, having Aadhaar _____, by nationality
 Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of
 _____, residing at _____ Post Office _____
 Police Station _____, PIN _____, duly authorized vide
 _____ hereinafter referred to as the
ALLOTTEE/PURCHASER (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 and such other person(s) who may
 be taken or admitted for the benefit of the said partnership, their respective
 heirs, executors and administrators and assigns), of the **THIRD PART**;

[OR]

[If the Allottee is a HUF]

_____, having PAN _____, for self and as the Karta of the
 Hindu Joint Mitakshara Family known as HUF, having its place of
 business/residence at _____, Post Office _____
 Police Station _____, PIN _____, hereinafter referred to as
 the **ALLOTTEE/PURCHASER** (which expression shall unless repugnant to the
 context or meaning thereof be deemed to mean its co-parcener or co-parceners
 and each of their respective heirs, executors, administrators and legal
 representatives) of the **THIRD PART**;

The Owner, Promoter and Allottee/Purchaser shall hereinafter collectively
 be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. Originally, **Sachindra Nath Mitter** was seized and possessed of or otherwise well and sufficiently entitled as absolute Owner/Vendor in respect of **All That** the piece or parcel of Plot of Land measuring about **8 (eight) Cottahs and 12 (twelve) Chittacks** together with Tin Shed structures lying erected and/or built thereon situate lying at and being **Municipal Premises Nos. 24/1 and 25, Gangadhar Babu Lane, Kolkata - 700 012** (hereinafter referred to as the "**said Property**"), free from all encumbrances whatsoever save and except the occupiers in possession of portions thereof, by virtue of final decree passed by the Learned Court of 6th Sub-Judge at Alipore in the partition suit being Suit No.75 of 1944.
- B. On the 25th day of July, 1986 the said Owner/Vendor Sachindra Nath Mitter died leaving behind his Last Will and Testament dated April 8, 1960, whereby he had bequeathed all his properties including the "**said Property**" unto and in favour of his 3 (three) sons Sibaji Mitter alias Mitra, Saptarshi Mitter alias Mitra and Debarshi Mitter alias Mitra, absolutely.
- C. On an application being P.L.A. No.181 of 2004 made by Sibaji Mitter alias Mitra, the Hon'ble High Court, Calcutta had passed order granting Probate of the said Last Will and Testament of Late Sachindra Nath Mitter appointing the said Sibaji Mitter alias Mitra as the sole Executor of the estate of the said deceased.
- D. On November 19, 2011 the said Sibaji Mitter alias Mitra, who was the sole executor of the estate of Late Sachindra Nath Mitter as aforesaid, died intestate leaving behind him surviving his wife Smt. Monidipa Mitra and the only daughter Srimoyee Mitra as his only heiresses and legal representatives. The said sole executor Sibaji Mitter alias Mitra had died pending completion of the administration of the estate of Late Sachindra Nath Mitter.
- E. On an application being G.A. No.174 of 2012 made by the said Smt. Monidipa Mitra in P.L.A. No.181 of 2004, the Hon'ble High Court, Calcutta passed order dated May 16, 2012 appointing the said Smt. Monidipa Mitra as the Sole Administratrix to the estate of Late Sachindra Nath Mitter.
- F. The said Smt. Monidipa Mitra as the Administratrix to the estate of Late Sachindra Nath Mitter duly transferred the "**said Property**" being land and premises Nos.24/1 and 25, Gangadhar Babu Lane, Kolkata - 700 012 unto and in favour of the legatees Smt. Monidipa Mitra, Smt. Srimoyee Mitra, Sri

Saptarshi Mitra and Sri Debarshi Mitra by virtue of Deed of Assent registered in Book No.I, CD Volume No.22, Pages from 1678 to 1686, Being No.06835 for the year 2013 at the office of the Additional Registrar of Assurances-II, Kolkata.

G. The "said Property" being land and premises Nos.24/1 and 25, Gangadhar Babu Lane, Kolkata - 700 012 was subsequently amalgamated by the Kolkata Municipal Corporation and was re-numbered as Municipal Premises No.25, Gangadhar Babu Lane, Kolkata - 700 012, more fully described in the *First Schedule* hereunder written.

H. In the premises aforesaid, the said Smt. Monidipa Mitra, Smt. Srimoyee Mitra, Sri Saptarshi Mitra and Sri Debarshi Mitra had jointly become the absolute Owner in respect of the "said Property" being land and premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), Kolkata - 700 012.

I. By a Deed of Conveyance dated the 1st day of November, 2013 being Deed No.14708 for the year 2013 registered at the office of the Additional Registrar of Assurances-II, Kolkata, entered into between Smt. Monidipa Mitra, Smt. Srimoyee Mitra, Sri Saptarshi Mitra and Sri Debarshi Mitra therein referred to as the Vendor of the First Part and Messrs Manprakash Projects Pvt. Ltd. therein referred to as the Purchaser of the Second Part and Sri Santosh Kumar Singhania & Anr. therein referred to as the Confirming Parties of the Third Part, the said Vendor Smt. Monidipa Mitra, Smt. Srimoyee Mitra, Sri Saptarshi Mitra and Sri Debarshi Mitra with the consent and concurrence of the said Confirming Parties duly sold, transferred and conveyed unto and in favour of the said Purchaser Messrs Manprakash Projects Pvt. Ltd. **All That** the "said Property" being land and premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), Kolkata - 700 012, more fully described in the *First Schedule* hereunder written, free from all encumbrances whatsoever, save and except G.A. No.1904 of 2017 and G.A. No.1292 of 2019 in Execution Case No.125 of 2011 and C.S. No. 480 of 2002 pending before the Hon'ble High Court, Calcutta and also the possession and occupation of Sri Amal Kumar Dasgupta in respect of the tin roofed structure measuring about 300 Sq.ft. situated in the front on the road side of the "said Property" ("**Occupied Portion**").

J. By an order dated 20th June, 2019 passed by the Hon'ble High Court, Calcutta, the said pending proceeding being G.A. No.1292 of 2019 and G.A. No.1904 of 2017 in Execution Case No.125 of 2011 and C.S. No.480 of 2002

(Manprakash Projects Pvt. Ltd. -Vs- Harish Chopra &Ors.) was disposed of as per the Terms of Settlement filed and it was, inter alia, recorded that the said occupant Sri Amal Kumar Dasgupta shall vacate the said "Occupied Portion" and make available the vacant and peaceful possession thereof as and when the same be required for development of the said property and the same within 1(one) month from the date of notice being served for the purpose by the Owner/Vendor abovenamed.

K. Apart from the said occupant Sri Amal Kumar Dasgupta in occupation of the said "Occupied Portion" as aforesaid, G. D. Export, Durgapur Transport Corporation, Capital Transport, Choraria Comm. Co., Sanjay Kr. Agarwal, Fabulous Trav. Serv. Pvt. Ltd., Kavita Kothari, Pankaj Kr. Agarwal, Pawan Kr. Agarwal and Binay Hetamsariya are also in occupation of portions of the "said Property".

L. Since after purchase of the "said Property", the Owner/Vendor herein duly applied for and got its name mutated as the Owner in respect of the "said Property" in the records of the Kolkata Municipal Corporation and further duly paid municipal taxes on account of the "said Property".

M. In the premises aforesaid, **Manprakash Projects Private Limited**, has been the sole and absolute Owner in respect of **All That** the piece or parcel of plot of land containing by measurement a more or less area of **8 (eight) Chottahs 12 (Twelve) Chittacks** be the same a little more or less in the together with structures having tin shed situate lying at and being **Municipal Premises No. 25, Gangadhar Babu Lane, KMC Ward No. 47, Police Station and Post Office BowBazar, Kolkata-700 012**, more fully described in the *First Schedule* hereunder written. (hereinafter referred to as the "said Property").

N. By virtue of a Development Agreement dated the 19th day of July, 2019 registered in Book No.I, Volume No. 1902-2019, Pages from 132348 to 132395, Being No.190203493 for the year 2019 at the office of the Additional Registrar of Assurances-II, Kolkata ("Development Agreement"), the Owner/Vendor has entrusted to the Promoter the development of the "said Property" and construction of the commercial building complex consisting of several units for transferring of the same to the intending Purchasers at such price and on such terms and conditions which the Promoter in their sole discretion may deem fit and proper.

O. In pursuance of the said "Development Agreement" the Owner/Vendor herein retained and appointed Sri Sandeep Kumar Saraogi

and Sri Pawan Kumar Agarwal, nominees of the Promoter as their Constituted Attorney to do various acts, deeds, matters and things by virtue of Power of Attorney dated the dated 19th July, 2019, registered in Book No. I, Volume No. 1902-2019, Pages 133080 To 133104 being No. 190203508/2019 at the office of Additional Registrar of Assurances II, Kolkata.

P. The "said Property" is earmarked for the purpose of construction of the commercial multistoried building complex consisting of Basement, Ground and upper 4 (four) Floors and the said project shall be named and known as "**EMPRESS**";

Q. The Kolkata Municipal Corporation has granted the commencement certificate to undertake and carry out development of the project vide approval dated 27.08.2021 bearing building permit no. 2021060017.

R. The Promoter has obtained the required final layout plan, "Sanctioned Plan", specifications and approvals for the Project and also for the units and the building, as the case may be from Kolkata Municipal Corporation. The Promoter agree and undertake that they shall not make changes to these approved plans except in strict compliance with section 14 of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and other laws as applicable; The Promoter has since duly commenced the development of the said Project and construction of the proposed commercial building complex after causing demolition of the existing structures as per the said sanctioned plan issued by the Kolkata Municipal Corporation.

S. The Purchaser had applied for a **Unit** in the Project and has been allotted **Unit No.** (an incomplete and semi-finished/ unfinished Space erected only to the extent of outer and partition walls with plaster and the same without flooring work, internal electric wiring, electrical fittings) having carpet area of **square feet**, (Super built up area of **Square Feet**) on the **floor** of the said building named and known as "**Empress**", more fully described in the *Second Schedule* hereunder written, (hereinafter referred to as the "**said Unit**"), at or for the agreed consideration and on the agreed terms as hereinafter recorded;

T. By an Agreement for Sale dated the __ ____, 2023 ("said Agreement") made between the Vendor herein, therein referred to as the Owner/Vendor of the First Part and the Promoter herein therein referred to as the Promoter of the Second Part and the Allottee(s)/Purchaser(s) herein therein referred to as the Allottee(s)/Purchaser(s) of the Third Part and registered at the Office of the Additional Registrar of Assurance - I/II/III/IV, Kolkata, in Book No.I, Volume

No.190_ - 20__ Pages _____ to _____, Being No.190_____ for the year 20__ (hereinafter referred to as "said Agreement"), the Vendor have agreed to sell and the Promoter has agreed to construct and confirm the said sale and the Allottee(s)/Purchaser(s) has/have agreed to purchase **All That the Shop Room/Show Room/Office Space** being Unit No. containing by measurement carpet area **Square Feet** (Saleable Area **Square Feet**) be the same a little more or less on the **Floor** of the building named and known as "**EMPRESS**" at **Municipal Premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), within the KMC Ward No.47, Police Station and Post Office Bowbazar, Kolkata - 700 012, West**, more fully and particularly described in the *Second Schedule* hereunder written Together With the undivided impartible part or share in the land comprised in the Said Property attributable to the "said Unit" more fully and particularly described in the *First Schedule* hereunder written hereto to be developed in accordance with the Specifications hereto and of pro rata/proportionate share in the said Property and Common Areas of the Said Project more fully described in *Part I* of the *Third Schedule* hereto along with the right to enjoy the **Amenities and Facilities** of the Project more fully mentioned in *Part II* of the *Third Schedule* hereto (hereinafter collectively referred to as the "**said Unit**").

U. In pursuance of and in terms of the Said Plan Promoter has completed the construction of the Commercial Complex upon the Said Property namely "**EMPRESS**" and obtained the Completion Certificate dated the day of, 20..... from the concern department of the Kolkata Municipal Corporation.

V. At or before execution of this Indenture, the Allottee(s)/Purchaser(s) has/have inspected, investigated and satisfied *himself/herself/themselves/itself* as follows: -

- i) the title of the Vendor to the Said Property;
- ii) the title deeds/chain deeds, Gift deeds, mutation certificates, property tax and other relevant documents related to the said Project.
- iii) the Said plans and their modifications thereto.
- iv) the structural stability of the concerned said Building/Project;
- v) the right of the Vendor and the Promoter to sell and transfer the "said Unit" in favour of Allottee(s)/Purchaser(s);

vi) the carpet area, the built-up area and the super built-up area of the "said Unit" along with all the proportionate common part, portions, area, facilities and amenities of the said Project;

vii) the workmanship, specifications and the materials used in the "said Unit" and in the said Project;

Y. The terms and conditions rights and obligations contained in the said Sale Agreement would apply to this Indenture as far as possible or applicable or practicable, if any contradictions are there between this document and the agreement for sale then this document shall supersede.

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

"ASSOCIATION" - shall mean an Association/ company formed under the Companies Act 2013 or any other similar Act applicable thereto or any syndicate or a committee or registered society formed or may be formed by the Promoter or any outside agency to be appointed by the Promoter for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained;

"BUILDING" - shall mean the new building constructed upon the Said Property named and known as **"EMPRESS"**, containing several independent and self-contained office commercial units, shops, open/covered/mechanical parking spaces and other constructed areas;

"BUILT-UP AREA" - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the Commercial Unit and the adjacent Unit and 50% area of the walls shared by the other Units.

Supper Built up Area (salable area) Built up Area plus the proportionate common areas like lift, lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

"CAR PARKING SPACE" - shall mean all the spaces in the portions of the said Project at the basement/Ground Floor level dependent or independent, open or covered or mechanical, expressed or intended to be reserved for the parking of up to private medium sized motor cars.

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

For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of "said Unit", meant for the exclusive use of the Allottee(s)/ Purchaser(s) and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of "said Unit" meant for the exclusive use of the Allottee(s)/ Purchaser(s).

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

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

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

"COMMON PURPOSES" - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole and in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottee(s)/Purchaser(s), collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottee(s)/Purchaser(s) and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units and/or spaces exclusively and the Common Areas, Common Facilities and Amenities of the said building and also the Project in common;

"CO-TRANSFEREES" - shall mean all the Allottee(s)/Purchaser(s) who for the time being have either completed the purchase of any Unit or space in the said Project or have agreed to purchase any Unit or space in the said Project and have taken possession of such Unit/space;

"DATE OF COMMENCEMENT OF LIABILITY" - shall mean the date on which the Allottee(s)/Purchaser(s) of the "said Unit" take/takes actual physical possession of *his/her/its/their* Unit after fulfilling all *his/her/its/their* liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice for such Unit irrespective of whether Allottee(s)/Purchaser(s) of the such Unit take actual physical possession or not, whichever is earlier;

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

"PLAN" - shall mean the sanctioned plan of Kolkata Municipal Corporation having Building permit No 2021060017 dated 27.08.2021, duly sanctioned by the Kolkata Municipal Corporation for construction of Project consisting of self-contained independent shop rooms, show rooms and office spaces and the open and covered car parking spaces within the Said Project and the Common Areas and Common Facilities and Amenities thereto upon the Said Property or on the part thereof known as **"EMPRESS"**;

"PROJECT/COMPLEX" - shall mean the building complex comprising of a **B+G+IV** storied building having self-contained independent shop rooms, show rooms and office spaces and the open and covered car parking spaces within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Promoter upon the Said Property or on the part thereof in terms of the Plan sanctioned by the municipal authority known as **"EMPRESS"**;

"PROPORTIONATE OR PROPORTIONATELY" - according to the context shall mean the proportion in which the Super Built-up area of the Unit may bear to the Super Built-up area of all the Units in the Complex **PROVIDED THAT** where it refers to the share of any Allottee(s)/Purchaser(s) or any other co-transferees in the rates and/or

taxes amongst the Common Expenses then such share of the whole shall be determined on the basis super built-up area of all the Units, on which such rates and/or taxes are being respectively levied;

"SAID UNIT" - shall mean **All That** the Shop Room/Show Room/Office Space being Unit No. containing by measurement carpet area Square Feet (Saleable Area Square Feet) be the same a little more or less on the Floor of the building named and known as **"EMPRESS"** at **Municipal Premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), within the KMC Ward No.47, Police Station and Post Office Bowbazar, Kolkata - 700 012, West** more fully and particularly described in the *Second Schedule* hereunder written Together With the undivided impartible part or share in the land comprised in the Said Property attributable to the "said Unit" more fully and particularly described in the *First Schedule* hereunder written hereto to be developed in accordance with the Specifications hereto and of pro rata/proportionate share in the said Property and Common Areas of the Said Project more fully described in *Part I* of the *Third Schedule* hereto along with the right to enjoy the **Amenities and Facilities** of the Project more fully mentioned in *Part II* of the *Third Schedule* hereto;

"SAID PROPERTY" - shall mean **ALL THAT** piece and parcel of land measuring more or less **8 (Eight) Cottahs 12 (Twelve) Chittacks** structure standing thereon being premises **No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), within the KMC Ward No.47, Police Station and Post Office Bowbazar, Kolkata - 700 012, West Bengal** more fully and particularly described in the *First Schedule* hereunder written;

"SAID SHARE" - shall mean proportionate undivided indivisible impartible share in the Land comprised in the said Project attributable to the "said Unit" agreed to be purchased hereunder by the Allottee(s)/Purchaser(s);

"SIGNAGE SPACE" - shall mean all signage and display spaces outside of all the units and/or spaces as shall be earmarked by the Promoter in the Said Project;

"SUPER BUILT-UP AREA" - according to the context shall mean the built-up area of each Unit and/or spaces plus proportionate share of the said common areas;

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs...../- (Rupees Only) paid to the Promoter by the Allottee(s)/Purchaser(s) on or before the execution of these presents (the receipt where of the Promoter doth hereby admit and acknowledge and of and from the payment of the same and every part thereof acquit, release and discharge the Purchaser and also the "said Unit" hereby sold transferred and conveyed) the Vendor above named doth hereby grant, sell, transfer, convey, assign and assure unto and in favour of the Allottee(s)/Purchaser(s) above named **All that** the "said Unit" being **Shop Room/Show Room/Office Space** being Unit No. containing by measurement carpet area **Square Feet** (Saleable Area **Square Feet**) be the same a little more or less on the Floor of the building named and known as **"EMPRESS"** at **Municipal Premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), within the KMC Ward No.47, Police Station and Post Office Bowbazar, Kolkata - 700 012, West** more fully and particularly described in the *Second Schedule* hereunder written Together With the undivided impartible part or share in the land comprised in the Said Property attributable to the "said Unit" more fully and particularly described in the *First Schedule* hereunder written and the same shown and delineated in Red borders in the map or plan annexed hereto thereon and Together With the undivided, proportionate indivisible part or share in the common areas and the right to use the amenities and facilities in common with other co-transferees and the other lawful occupants of the said Building as also in the said Project more fully and particularly described in **Part I** and **Part II** of the *Third Schedule* hereunder written, (hereinafter collectively referred to as the **"said Unit" And The Rights And Properties Appurtenant Thereto**) absolutely and forever free from all encumbrances charges liens attachments trusts whatsoever or howsoever **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the "said Unit" And the Rights And Properties Appurtenant thereto **TOGETHER WITH** all rights, liberties, privileges, easements and appurtenances whatsoever of the Vendor into or upon the "said Unit" and the said undivided, impartible share hereby conveyed **TO HAVE AND TO HOLD** the Unit and the Rights and Properties Appurtenant thereto hereby sold,

transferred and conveyed and every part or parts thereof unto and to the use of the Allottee(s)/Purchaser(s) absolutely and forever and free from all encumbrances subject to payment of such common maintenance expenses as mentioned in the *Fourth Schedule* mentioned in the said Sale Agreement.

AND THE VENDOR AND THE PROMOTER DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE ALLOTTEE(S)/ PURCHASER(S) AS FOLLOWS: -

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

- (e) AND that the Allottee(s)/Purchaser(s) shall be kept free, clear and absolutely discharged, saved, harmless and kept indemnified against all estates charges encumbrances liens attachments lispens debutter or trust claims and demands whatsoever created occasioned or made by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.
- (f) AND further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the "said Unit" and The Rights and Properties Appurtenant thereto or any part thereof under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and at the costs of Allottee(s)/Purchaser(s) make, do, execute or cause to be done and executed all such acts, deeds or things whatsoever for further better or more perfectly assuring the "said Unit" and The Rights and Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee(s)/Purchaser(s) in the manner aforesaid as shall or may be reasonably required.
- (g) AND also the Vendor and the Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the "said Unit" and The Rights and Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached or encumbered or affected in title or otherwise.
- (h) The Vendor and the Promoter shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Allottee(s)/Purchaser(s) produce or cause to be produced to the Allottee(s)/Purchaser(s) or their Attorney or agents or before any Court, Tribunal, Board Authority or firm for inspection or otherwise as occasion shall require the title deeds in connection with the Said Property and also shall at the request and costs of the Allottee(s)/Purchaser(s) deliver to the Allottee(s)/Purchaser(s) such attested or other copies of or extracts there from as the Allottee(s)/Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe, un obliterated and un cancelled.

THE ALLOTTEE(S)/PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNDIVIDED SHARE HEREBY CONVEYED AND THE "SAID UNIT" AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO CONSTRUCTED BY THE PROMOTER AS FOLLOWS: -

- (a) The Allottee(s)/Purchaser(s) have read and understood the terms of the said Agreement which is treated as part of this Indenture and has accepted the terms and conditions thereof. The Allottee(s)/Purchaser(s) doth/do and each of them doth hereby covenant with the Vendor and the Promoter to be always bound by the same and shall not violate the same in any manner whatsoever.
- (b) To co-operate with the Promoter/Maintenance-in-Charge and other Allottee(s)/Purchaser(s) in the management and maintenance of the said Project and other Common Purposes and formation of the Association.
- (c) To observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Project and in particular the Common Areas, Amenities and Facilities of the said Project and other common purposes.
- (d) To use the "said Unit" only for commercial/office purpose in a decent and respectable manner and for no other purpose and not to use the "said Unit" or permit the same to be used for any purposes whatsoever other than commercial/office purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Co-Allottee/Co-Purchaser/occupiers of the other portions of the said building and/or to the other owners and/or occupiers of the said Project or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place.
- (e) Not to subdivide the "said Unit" and/or the parking space, if any, allotted or any portion thereof.
- (f) To pay and bear the amounts of electricity charges, maintenance charges, rates and taxes and other outgoings, extra and deposit on account and in respect of the said Unit and proportionately for the

building and/or common parts/areas and wholly for the "said Unit" and/or to make deposits on account thereof to the Promoter as described in *Fifth Schedule* hereunder. The said amounts shall be paid by the Allottee(s)/Purchaser(s) without raising any objection thereto regularly and punctually to the Promoter.

- (g) To pay charges for electricity in relation to the "said Unit" wholly and proportionately relating to the common parts.
- (h) To maintain or remain responsible for the structural stability of the "said Unit" and not to do anything which would have the effect of affecting the structural stability of the said building and also not to store or bring and allow to be stored and brought in the "said Unit" any goods which are so heavy as to affect or endanger the structure of the said building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
- (i) Not to use or permit to be used the allocated car parking space, if any, for any other purpose whatsoever other than parking of *his/her/their/its* own car.
- (j) To use the Common Areas only to the extent required for ingress to and egress from the "said Unit" of men and materials and passage of utilities and facilities.
- (k) To keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the said building and also the said Project.
- (l) Not to claim any right whatsoever or howsoever over any other Unit or spaces or portion of the said building/Project.
- (m) Not to claim any right of whatsoever nature over and in respect of any Unit/spaces and not specifically allowed to be used by the Allottee(s)/Purchaser(s) and the same shall remain the exclusive property of the Vendor or the Promoter or of the other co-transferees of the "said Unit" to whom specific right is or to be so granted.

- (n) Not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the "said Unit" save and except a letter-box in the ground floor at the designated place as be expressly approved or provided by the and the Promoter and a decent nameplate or signage outside or above the main gate of *his/her/their/its* "said Unit". It is hereby expressly made clear that in no event the Allottee(s)/Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the "said Unit".
- (o) Not to alter the outer elevation of the said building or any part thereof nor decorate the exterior of the said building otherwise than in the manner agreed by the Promoter/Maintenance-in-Charge in writing or in the manner as same as may be in which it was previously decorated.
- (p) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other common Areas or in any other portion of the said building nor into lavatories, cisterns, water or soil pipes serving the said building and also in the said Project nor allow or permit any other Co-transferee to do so.
- (q) To keep the "said Unit" and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Unit/Spaces in the said building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/spaces /parts of the said building and not to do or cause to be done anything in or around the "said Unit" which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the "said Unit". In particular, and without prejudice to the generality to the foregoing, the Allottee(s)/Purchaser(s) doth/do and each of them doth hereby covenant that the Allottee(s)/Purchaser(s) shall not make any form of alteration in the beams and columns passing through the "said Unit" or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act, deed or activity in or through the "said Unit".

- (s) Maintain at *his/her/its/their* own costs, the "said Unit" in the same good condition state and order - clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, the concerned Kolkata Municipal Corporation, CESC, and/or any statutory authority and/or local body with regard to the user and maintenance of the "said Unit" as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the said building and the said Project and to make such additions and alterations in or about or relating to the "said Unit" and/or the said building as be required to be carried out by them or any of them, independently or in common with the other co-transferees as the case may be without holding the Vendor in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendor and the Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottee(s)/Purchaser(s).
- (t) To apply for and obtain at *his/her/their/its* own costs separate assessment and mutation of the "said Unit" in the records of the Kolkata Municipal Corporation and the Vendor shall give their consent for the same, if required.
- (u) To keep all the pipes, drains, basins, sinks and water closets, if any, in the "said Unit" clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.
- (v) To collect and/or to remove all refuse or rubbish whatsoever from the "said Unit" daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places in the said building and also in the said Project by the Promoter/Maintenance-in-Charge.

- (w) Not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the "said Unit" or any part of the said building or the said Project any placard poster notices advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the "said Unit" save and except such as shall have been previously approved in writing by the Promoter/Maintenance-in-Charge.
- (x) Not to change or in any way, vary the frontage or the entrance door of the "said Unit" approved by the Promoter or Promoter/Maintenance-in-Charge for access to the "said Unit" or in any way to cut or alter the entrance door without first having obtained the written consent of the Promoter or Promoter/Maintenance-in-Charge, which shall not to be unreasonably withheld.
- (y) To insure and keep insured the "said Unit" against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Promoter/Maintenance-in-Charge on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-Indemnity Clause and if the Allottee(s)/Purchaser(s) at any time fails to keep the "said Unit" insured as aforesaid, Promoter/Maintenance-in-Charge may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Allottee(s)/Purchaser(s) to Promoter/Maintenance-in-Charge. Promoter/Maintenance-in-Charge and/or the respective holders of areas in rest of the said building/Project shall insure their respective area as such policy shall include similar cross indemnity clause covering the Allottee(s)/Purchaser(s) for similar risks from the third party liabilities arising from the other parts of the said building.
- (z) To be solely responsible for all their equipment and other property at the "said Unit".
- (aa) Not to place or take into the lifts without the prior approval of Promoter/Maintenance-in-Charge any baggage, furniture, heavy articles or other goods.

- (bb) Not to store any combustible or inflammable articles inside the "said Unit" or in part or portion of the said building and also in the said Project.
- (cc) Not to discharge into any conducting media that serve the said building any substance that may obstruct or cause damage or danger any noxious, poisonous or radioactive matter or anything likely to pollute or contaminate.
- (dd) To fix or install air conditioners only at the designated place within the "said Unit" and not elsewhere.
- (ee) No radio or television aerial/antenna or any other aerial/antenna shall be attached to or hang from the exterior of the said building Blocks/Towers. Further no antenna or aerial is also allowed to be installed on the roof.
- (ff) No Allottee(s)/Purchaser(s) shall make or permit any disturbing noises in the said building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other co-transferees. No Allottee(s)/Purchaser(s) shall be permitted to be operated a phonograph or radio or television or loud speaker or music system in the "said Unit" which shall cause disturbance or annoyance to the other co-transferees/occupants/residents of the building and also of the said Project.
- (gg) Not to use any part of the common areas for social and public gathering
- (hh) Not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Unit any weight higher than its load bearing capacity or as the Promoter/Maintenance-in-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be noisy or cause dangerous vibration or be a nuisance to the other co-transferees/occupants/residents of the said building and also of the said Project.
- (ii) To comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the "said Unit" for

selling of or dealing with the products or rendition of the services from the "said Unit". As and when called upon to do so, the Allottee(s)/Purchaser(s) shall produce before the Promoter/Maintenance-in-Charge, all such permissions and licenses and if the Promoter/Maintenance-in-Charge is not satisfied and require of the Allottee(s)/Purchaser(s) to obtain such other or further permissions or licenses from such authorities, the Allottee(s)/Purchaser(s) shall forthwith cause to obtain such permissions or licenses.

- (jj) To permit the Promoter or Promoter/Maintenance-in-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with minimum 24 hours' prior notice in writing to the Allottee(s)/Purchaser(s) to enter upon the "said Unit" and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining space for all defects, decays and want of repairs there found.
- (kk) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the building without similar approval.
- (ll) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the "said Unit" owner(s) in whose "said Unit" it shall have been caused.
- (mm) To abide by all such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association.
- (nn) The ultimate roof of the said building shall also be under the possession of the Promoter and the Promoter shall be free to use the same for any commercial purpose and the Allottee(s)/Purchaser(s) shall not raise any objection to the Promoter or create any hindrance thereto in such use by the Promoter. In the event the Promoter utilizes the ultimate roof for any commercial purpose then the Allottee(s)/Purchaser(s) shall not have any

claim or demand either in monetary form or in any other way in whatsoever nature from the Promoter for that commercial exploitation.

- (oo) The Allottee(s)/Purchaser(s) shall not be allowed to display any kind of signage except what would be allowed by the Promoter or make any structure either permanent or temporary in any part of the building or in the Project.
- (pp) The Promoter shall have right and liberties to install any signage or create any structure either permanent or temporary in any part of the façade/ultimate roof of the said building without hampering the aesthetic part of the said Project.

AND IT IS FURTHER HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- (a) In the event of the Allottee(s)/Purchaser(s) failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, KMC tax, Common expenses or any other amount payable by the Allottee(s)/Purchaser(s) under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Allottee(s)/Purchaser(s) hereunder, then without prejudice to the other remedies available against the Allottee(s)/Purchaser(s) hereunder, the Allottee(s)/Purchaser(s) shall be liable to pay to the Association interest at the rate of 18% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Promoter/Maintenance-in-Charge shall be entitled to
 - i) Disconnect the supply of electricity to the "said Unit";
 - ii) Withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee(s)/Purchaser(s) and their staff, members, labours, licensee, assignee and/or the "said Unit";
 - iii) To demand and directly realise rent and/or other amounts becoming payable to the Allottee(s)/Purchaser(s) by any tenant or licensee or other occupant in respect of the "said Unit".
- (b) The Allottee(s)/Purchaser(s) and all persons under them shall observe all the Rules and Regulations that be framed by the Association from time to time.

- (c) The right of the Allottee(s)/Purchaser(s) shall remain restricted to the respective "said Unit" and the properties appurtenant thereto and the Allottee(s)/Purchaser(s) shall have no right nor shall claim any right over and in respect of any other Unit and/or any other portions/areas of the said Project.
- (d) The Allottee(s)/Purchaser(s) shall apply for at their cost separate assessment of the "said Unit" for Kolkata Municipal taxes and mutation of the name of the Allottee(s)/Purchaser(s) in respect of the "said Unit" in the records of the Kolkata Municipal Corporation.
- (e) From the date next to the date of making over possession of the "said Unit" to the Allottee(s)/Purchaser(s) and/or from the date of commencement of liability as determined by the Promoter whichever is earlier, the Allottee(s)/Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings: -
- i. KMC tax, if any, assessed on or in respect of the "said Unit" directly to the concerned department of the Kolkata Municipal Corporation Provided That so long as the "said Unit" is not assessed separately for the purpose of such rates and taxes, the Allottee(s)/Purchaser(s) shall pay to the Promoter or Promoter/Maintenance-in-Charge proportionate share of all such rates and taxes assessed on the said respective building.
 - ii. All other taxes including Goods and Service Tax if payable by the Promoter/Maintenance-in-Charge, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the "said Unit" or the said building as a whole and whether demanded from or payable by the Allottee(s)/Purchaser(s) or the Promoter or Promoter/Maintenance-in-Charge, the same shall be paid by the Allottee(s)/Purchaser(s) wholly in case the same relates to the "said Unit" and proportionately in case the same relates to the said Project as a whole.
- (f) Electricity charges for electricity consumed in or relating to the "said Unit" to the Promoter or the Promoter/Maintenance-in-Charge based on the reading shown in the sub-meter provided for the "said Unit" at the rate at which the Promoter or the Promoter/Maintenance-in-Charge shall be liable to pay the same to CESC Ltd.

- (g) Transmission loss charges for electricity required to be paid or incurred by the Promoter or Promoter/Maintenance-in-Charge proportionately. The said charges would be calculated and/or decided by the Promoter or Promoter/Maintenance-in-Charge and the decision of the Promoter or Promoter/Maintenance-in-Charge shall be final and binding on the Allottee(s)/Purchaser(s).
- (h) The recurring charges towards running and operation of the Generator will be calculated taking, fuel charges on the basis of the KWH meter and the applicable fuel rates, annual maintenance contract and monthly running and maintenance charges on the basis of the monthly rates, proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Promoter or the Promoter/Maintenance-in-Charge on account of major repairs, replacement etc., of such generator and government duty at applicable rates on alternate generation of power etc. into consideration.
- (i) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Promoter or the Promoter/Maintenance-in-Charge on account of major repairs, replacement etc., of such Generator etc.
- (j) The proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Promoter or the Promoter/Maintenance-in-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee(s)/Purchaser(s) shall pay to the Promoter or the Promoter/Maintenance-in-Charge the maintenance charges calculated on actual basis per square feet per month of the carpet area of the "said Unit" together with the proportionate common areas appurtenant to the "said Unit". The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter or the Promoter/Maintenance-in-Charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Allottee(s)/Purchaser(s).
- (k) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee(s)/Purchaser(s) in payment of all or any of the aforesaid rates

taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay in payment of its bills).

- (l) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the 7th (seventh) day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Promoter or the Promoter/Maintenance-in-Charge. The bills and demands for the amounts payable by the Allottee(s)/Purchaser(s) shall be deemed to have been served upon the Allottee(s)/Purchaser(s), in the event the same is left in the "said Unit" or in the letter box in the ground floor of the said building earmarked for the "said Unit" or any other place earmarked for the purposes thereof in the said Project.
- (m) Until the appointment of Maintenance-in-Charge by the Promoter, the Promoter shall be the Maintenance-in-Charge and look after the Common Purposes and the Allottee(s)/Purchaser(s) undertake to regularly and punctually pay to the Promoter or their nominee the maintenance charges and other amounts payable by the Allottee(s)/Purchaser(s) hereunder.
- (n) The Allottee(s)/Purchaser(s) shall observe the covenants as be deemed reasonable by the Promoter or the Promoter/Maintenance-in-Charge from time to time for the common purposes.
- (o) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee(s)/Purchaser(s) shall be deemed to be the act, default or omission of the Allottee(s)/Purchaser(s).
- (p) The proportionate share of the Allottee(s)/Purchaser(s) in various matters referred herein shall be such as be determined by the Promoter and the Allottee(s)/Purchaser(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (q) Save and except the "said Unit" for Sale the Allottee(s)/Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Units and spaces or constructed areas or Car Parking Spaces at the said building and the said Project and the Vendor

and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendor and the Promoter in their absolute discretion, shall think fit and proper and the Allottee(s)/Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendor and the Promoter exclusively.

- (r) It is expressly agreed by and between the parties that in the event the Promoter gets the sanction for construction of any additional floor upon the ultimate roof of the said building then the Promoter shall be entitled to construct the same and the allottee(s)/Purchaser(s) shall not raise any objection to the same.
- (s) The undivided share in the land comprised in the "said Property" and in the said Project hereby sold and transferred and attributable to the "said Unit" shall always remain indivisible and impartible.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Property)

All That piece and parcel of land measuring more or less 8 (Eight) Cottahs 12 (Twelve) Chittacks structure standing thereon being premises **No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), within the KMC Ward No.47, Police Station and Post Office Bowbazar, Kolkata - 700 012, West Bengal** along with all user and easement rights and all other rights and facilities appurtenant thereto. The said land is butted and bounded by: -

On the North	:	By premises No.23, Gangadhar Babu Lane;
On the South	:	By premises No.27, Gangadhar Babu Lane;
On the East	:	By Gangadhar Babu Lane;
On the West	:	By premises No.26, Gangadhar Babu Lane;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE "SAID UNIT" AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO)

ALL THAT the Shop Room/Show Room/Office Space being Unit No. containing by measurement carpet area Square Feet (Saleable Area Square Feet) be the same a little more or less on the Floor of the building named and known as "EMPRESS" at Municipal Premises No.25, Gangadhar Babu Lane (formerly Nos.24/1 and 25, Gangadhar Babu Lane), within the KMC Ward No.47, Police Station and Post Office Bowbazar, Kolkata - 700 012, West Bengal shown and delineate in the map or plan annexed hereto and marked with colour **Red** and together with the undivided proportionate impartible part or share in the land comprised in the said Land more fully and particularly described in the *First Schedule* hereinabove written, attributable to the "said Unit" and **TOGETHER WITH** the proportionate/prorata share in the Common Areas and right to use the Common Facilities and Amenities to be used in common with the other co-transferees and Together with the said Share as permissible under law.

THE THIRD SCHEDULE ABOVE REFERRED TO:

**PART I
(COMMON AREAS)**

1. Entrance Lobby;
2. Stair Case;
3. 2 Nos. Passenger Lift and 1 Nos. Service Lift;
4. Meter Room
5. Common Toilets on Each Floor;
6. Janitor Area;
7. Drinking Water;
8. Transformer & DG Space;
9. Underground Water Tank for Fire Safety & General Use;
10. Fire Pump Room;
11. Mumty Room;
12. Overhead Water Tank for Fire Safety & General Use;
13. Lift Machine Room;

PART II**(COMMON AMENITIES & FACILITIES OF THE PROJECT)**

1. 24X7 Security with CCTV Surveillance;
2. Advanced Fire Fighting System;
3. 2 Nos. Passenger Lifts and 1 Nos. Service Lift;
4. Common Toilets on each floor;
5. Full Power Back-up for Common Area;
6. Intercom;
7. Provision for DTH & Broadband Services;
8. 24 hours Water Supply;

THE FOURTH SCHEDULE ABOVE REFERRED TO:**(COMMON MAINTENANCE EXPENSES)**

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Said Project and enjoyed or used by the Allottee(s)/Purchaser(s) in common with other occupiers or serving more than one Unit and main entrance and exit gates, landings and staircases of the Said Project and enjoyed by the Allottee(s)/Purchaser(s) or used by their in common as aforesaid and the boundary walls, compounds etc. of the Said Project. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Said Project so enjoyed or used by the Allottee(s)/Purchaser(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL**: All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including Lift, Water Pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the Common Purposes (e.g. Security, Electrician, Maintenance Persons, Caretaker, Plumber, Clerk, Sweepers, Liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association of Allottees and also similar expenses of the Promoter or any agency looking

after the Common Purposes, until handing over the same to the Association of Allottees.

5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the Said Project (save those assessed separately in respect of any).
6. **INSURANCE:** Insurance premium for insurance of the Said Project and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of Common Facilities and Utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association of Allottees for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Extras and Deposit)

1. On or before the execution of this Deed, the Allottee(s)/Purchaser(s) would pay to the Promoter the proportionate amounts of the costs, charges and expenses on account of the following: -

Advance Maintenance Charges:

This amount is payable against 6 (Six) months advance maintenance charges in respect of the said Unit

Rs. 5/- Sqft

Municipal Tax Deposit:

This amount is deposit till the separate Assessment of Municipal taxes in respect of the said Unit

Rs. 25/- Sqft

Sinking Fund:

This amount is payable as funds for future Repairs, replacement improvements and installation of Capital Assets at the building. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.

Rs. 100/- Sqft

Electricity Charges:

This amount is payable for the said Unit as reimbursement of all costs, charges and incidentals expenses incurred by the Promoter in making arrangement with CESC Ltd. for procuring and installing transformer and H.T/L. T. Electricity connection at the said building/project.

Rs. 100/- Sqft

Provided that the purchaser shall pay the security deposit to CESC Ltd directly on Account of Individual meter.

Diesel Generator Power Backup:

This amount is payable for the said Unit as reimbursement of all costs, charges and incidentals expenses incurred by the Promoter for Installation of Generator and its accessories for Common area and providing 5KVA connection to the said Unit.

Rs. 50/- Sqft

Associate Formation Charges:

Rs. 20,000/-

Total Extras and Deposits (in Rupees)

Rs./-

2. In addition to the above specified amounts, the Allottee(s)/Purchaser(s) shall also pay to the Promoter the following amounts: -
- a) Proportionate share of the costs charges and expenses for setting up or providing any additional or extra facilities or installations at the complex.
 - b) Security Deposit as may be required by CESC Limited as also the amounts of expenses required to be incurred for separate meter in respect of the "said Unit" directly from CESC Limited and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
 - c) Service Tax, GST, Value Added Tax (VAT), or any other statutory charges/levies by any name called, if applicable and payable on construction of the "said Unit" or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Allottee(s)/Purchaser(s) in respect of the "said Unit".
 - d) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the "said Premises" and/or the "said Unit" and/or the Building or on the construction or transfer of the "said Unit" envisaged hereunder payable by the Allottee(s)/Purchaser(s) wholly if the same relates to the "said Unit" and otherwise proportionately.

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

SIGNED SEALED AND DELIVERED
by the **OWNER/VENDOR** at Kolkata in
the presence of:

SIGNED SEALED AND DELIVERED
by the **PROMOTER** at Kolkata in the
presence of:

SIGNED SEALED AND DELIVERED
by the **ALLOTEE(S)/PURCHASER(S)** at
Kolkata in the presence of:

Prepared & Drafted By:
B.K.Jain & Co. (Advocates)
6A,K.S.Roy Road, Kolkata-700001
Sandeep Jain, Advocate
Enrolment No. F-961/1373/96

RECEIVED of and from the within named Purchaser
the within-mentioned consideration amount as per
Memo written herein below.

Rs.

(Rupees) Only;

MEMO OF CONSIDERATION

Sl. No.	Dated of receiving	Cheque No.	Bank	Cheque Amount		GST Amount	Net Consideration Amount
1.				Rs.	---	---	---
2.				Rs.	---	---	---
3.				Rs.	---	---	---
4.				Rs.	---	---	---
5.				Rs.	---	---	---
				Total:	Rs.	---	---

(Rupees) Only;

Witness: -

S. S. Sarda

~~~~~  
DATED THIS ..... DAY OF ..... 2023  
~~~~~

BETWEEN

MANPRAKASH PROJECTS PRIVATE LIMITED

..... OWNER

AND
PRAJAPATI BUILDERS

..... PTOMOTER

AND

.....

..... PURCHASER

"EMPRESS"

No. 25, Gangadhar Babu Lane, Kolkata-700 012

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**INDENTURE**

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Unit No., Floor

B. K. Jain & Co.

(Advocates)

6A, Kiran Shankar Roy Road,
Ground Floor, Kolkata-700 001

SS Sengupta