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This INDENTURE OF CONVEYANCE (**'Sale Deed'**)

executed on this ____ day of _____, 20__

BY AND BETWEEN

PAROPKAR ESTATE PRIVATE LIMITED (CIN No._____) (PAN No. AAFCP1209C) (Email ID _____), a Company registered under the Indian Companies Act, 1956 and having its registered office & corporate office at 24, Ashutosh Mukherjee Road, Police Station-_____, Post Office - _____,

Kolkata-700 020 represented by its *Authorized Signatory* KETAN SANGHAVI (PAN No._____) (Mobile No._____) (Email ID _____) son of _____, an Indian Hindu Male by Occupation - Business carrying on his business from 24, Ashutosh Mukherjee Road, Police Station-_____, Post Office - _____, Kolkata-700 020 authorised vide board resolution dated _____ hereinafter 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._____) (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._____) (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. _____) (Mobile No. _____)
(Email ID _____), (Aadhar No. _____), son of _____, by faith Hindu, 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. _____) son of _____, an Indian Hindu _____ by Occupation - _____ residing at _____, Police Station-_____, Post Office - _____, Kolkata-700 0____ (Mobile No. _____) (Email ID _____) 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. _____) (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

THE PRIME – ASSOCIATION OF ALLOTTEES (PAN No. _____) (Email ID _____), a Private Trust under the Indian Trusts Act, 1882 and having its Principal office at _____, Police Station-_____, Post Office - _____, Kolkata-700 0____ represented by its Present Managing Trustee cum Authorized Signatory namely _____ (PAN 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 '**the ASSOCIATION**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-office, successor(s)-in-interest, and permitted assigns), of the Third Part;

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

DEFINITIONS

For the purpose of this Document, unless the context otherwise requires -

- a) '**Act**' means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017);
- b) '**Rules**' means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017;
- c) '**Regulation**' means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017;
- d) '**Section**' means a section of the Act;

WHERE AS :

- A) The VENDOR (Promoter) is the absolute and lawful of All That Premises no. 32, Shyama Prasad Mukherjee Road, Kolkata-700 025 totally admeasuring of 13 Cottahs 0 Chittaks 42 Square Feet (= 883.5 square meters) more fully described in Part-I of Schedule-A attached hereto (hereafter called '**Said Land**') vide Indenture of Conveyance dated 12th February, 2010 registered with the Sub Registrar Alipore in Book No.I, CD Volume no. 2, pages 3498 to 3516 Being no. 00421 for the year 2010 read with Deed of Gift dated 21st November,2013 registered with the A.D.S.R. Alipore in Book no. I, CD Volume no. 36, Pages from 3442 to 3452, Being Deed no.-08960 for the year 2013;
- B) The Said Land has been earmarked for the purpose of building of residential cum commercial project, comprising multi storied apartment building which is and shall be known as "THE PRIME" (hereafter called '**Project**');
- C) 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 ASSOCIATION and complete all the legal formalities with respect to transfer of right, title and interest of the VENDOR (Promoter) therein;;
- D) The Kolkata Municipal Corporation (**'KMC'**) has granted Building Permit No .- 2014090003 dated 16th April 2014 and Regularization plan dated 4th. April, 2017 under Rule 26 (2A) of Kolkata Municipal Corporation Building Rules, 2009 as amended up to date duly sanctioned by the Kolkata Municipal Corporation and the Plan for further and/or additional sanction and regularisation, etc. is still pending;
- E) The VENDOR (Promoter) has obtained the final layout plan, sanctioned plan, specification and approvals for the Project i.e. construction and completion of building on the Said Land (hereafter called '**Building**') and also for the Apartment and other areas from KMC;

- F) The VENDOR (Promoter) has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____;
- G) The PURCHASER (Allottee) had applied for an apartment in the Project in pursuance whereof vide the Agreement for Sale Dated _____ registered with _____ in Book no.I, Volume no.____, Pages ____ to _____, Being (Deed) No._____ for the year _____, the PURCHASER (Allottee) has been allotted and accordingly the PURCHASER (Allottee) has agreed to purchase :
- a] In the name of the PURCHASER (Allottee) -
- 1} All That Apartment no._____ having Carpet Area of _____ Square feet, type _____, on _____ Floor of the Building more particularly described in more fully described in 1st Para of Part-II of Schedule- "A" (hereafter called the **Apartment**), and also
 - 2} All That _____ covered Mechanical / Normal parking no. _____ admeasuring _____ square feet in the _____ floor level of the Building both more particularly described in more fully described in 2nd Para of Part-II of Schedule- "A" as permissible under the applicable law (hereafter called **'the Car Park'**), and
- b] In the name of the ASSOCIATION -
- 1} All That pro rata share in the Common Areas as defined under clause (m) of section 2 of the Act (hereafter called **'Common Area'**), being
 - i\ All That the undivided and undemarcated _____ square feet of Common Area in the Building aforesaid which is appurtenant and/or attributable to the Apartment aforesaid more fully described in 1st Para of Part-III of Schedule- "A" hereto (hereafter called **'Pro rata Common Area in Building'**), and also
 - ii\ All That undivided and undemarcated proportionate share and interest in the Common Areas outside Building and in the

Amenities, Facilities, Equipments and installations more fully described in 2nd Para of Part-III of Schedule-"A" hereto (hereafter called '**Pro rata Common Parts in the Project**');

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

- H) The Parties have gone through all the covenants & conditions set out in this Deed and understood the mutual rights and obligations detailed herein;
- I) The additional disclosures, details and declarations are as mentioned below :
- a] The Devotion of Title to the Said Land is as follows :-
- 1} At all material times in All that the Premises no. 32, Shyama Prasad Mukherjee Road, Kolkata-700 025 measuring an area of 13 Cottahs 4 Chittaks 10 Square Feet as per Deed but in actually containing an area of 13 Cottahs 7 Chittaks (hereafter called '**Larger Premises**') Sri Partha Laha and Sri Siddhartha Laha have been the joint owners of undivided 50% share AND Sri Subhamoy Laha, Sri Dipak Kuma Laha and Bibek Coomar Laha have been the joint owners of remaining undivided 50% share i.e. all together (hereafter collectively called '**Previous Owners**') having entire 100% share in the Said Land free from all encumbrances whatsoever however with the M/s Rupbani Theatres Pvt. Ltd. occupying the same as Tenant thereof (hereafter called '**the Occupant**') whose tenancy was terminated by the Previous Owners vide letter 25.2.2009 and subsequent thereto an eviction suit being Title Suit no.2216 of 2009 in court of Ld. 4th Civil Judge (Senior Division) at Alipore, 24 Parganas (South) was filed by the Owners (hereafter called '**the said Suit**');
 - 2} By an Indenture of conveyance dated 12th February, 2010 registered in the office of sub- Registrar-I, South 24 Parganas Kolkata in Book No.I, CD Volume no. 2, pages 3498 to 3516 Being no. 00421 for the year 2010 the said Sri Partha Laha , Sri Siddhartha Laha, Sri Subhamoy Laha, Sri Dipak Kuma Laha and Bibek Coomar Laha jointly sold and transferred All that the

Larger Premises in its entirety to the VENDOR (Promoter) herein free from all encumbrances whatsoever save and except the said Occupant therein;

- 3} The said Suit which was ultimately decreed in favour of the VENDOR (Promoter) herein in pursuance whereof the VENDOR (Promoter) obtained vacant, khas and peaceful possession the Larger Premises in its entirety from the Occupant and since then the VENDOR (Promoter) are in absolute physical possession of the Larger Premises;
- 4} The VENDOR (Promoter) herein got its name mutated as the Owner of the Said Land in the records of Kolkata Municipal Corporation;
- 5} By virtue of a Deed of Declaration dated March 19, 2013, being Deed no. 1901006470 of 2013 registered before the Registrar of Assurances – I at Kolkata in Book – I, Volume – 5, Being No. 2589, Page – 9 in the year 2013, the VENDOR (Promoter), declared his ownership, right, interest and possession in the Larger Premises aforesaid;
- 6} By a Deed of Gift dated 21st November, 2013 registered with the A.D.S.R. Alipore in Book no. I, CD Volume no. 36, Pages from 3442 to 3452, Being Deed no.-08960 for the year 2013 the VENDOR (Promoter) has gifted and transferred All That a strip of vacant Land containing an area of 148.46 square feet at back side of the Larger Premises to the Kolkata Municipal Corporation, and thus the VENDOR (Promoter) remained the sole and absolute owner of All That the remaining Land at the Larger Premises being no. 32, Shyama Prasad Mukherjee Road, Kolkata – 700 025 containing (after Gift deed) a Land Area of 13 Cottahs 0 Chittaks 42 Square Feet [approx.] (herein called '**the Premises**');
- 7} Thereafter the VENDOR (Promoter) got the building plan sanctioned from Kolkata Municipal Corporation Ward No. 73, Borough – IX, under Police Station – Bhawanipore, Kolkata, vide Building Permit No. – 2014090003 dated 16th April, 2014 and regularization plan under Rule- 26 (2A) approved dated 04.04.2017 for construction of multistoried building at the Premises (hereinafter referred to as '**the said Plan**') and thereupon the VENDOR (Promoter) has started construction of the multistoried residential building at the Premises (hereafter called '**the Building**');

- b] The VENDOR (Promoter), the PURCHASER (Allottee) and the ASSOCIATION hereby warrants and make further disclosure & Declaration to each other as follows :-
- 1} The VENDOR (Promoter) has assured and declared that it has unfettered marketable and saleable rights, title and interest over and above the Apartment aforesaid;
 - 2} 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;
 - 3} The PURCHASER (Allottee) has inspected the plan sanctioned by the authorities concerned in respect of the building being constructed by the VENDOR (Promoter) and has agreed not to raise any objection with regard thereto;
 - 4} 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 fully being satisfied about the same the PURCHASER (Allottee) have agreed to purchase the Apartment aforesaid and associated rights on the terms, conditions and consideration mentioned in these presents;
 - 5} The PURCHASER (Allottee) has inspected all specifications, elevations, designs and lay- out of the said building as also of the "Apartment" has/have duly approved and confirmed the same;
 - 6} The PURCHASER (Allottee) has satisfied themselves/ves about the layout, common portion, Carpet area, specification and all other ancillary matters of the project of Said Land and has agreed not to dispute the same;
 - 7} The PURCHASER (Allottee) has verified the location and site of the Apartment allotted to them and has agreed not to dispute the same;
 - 8} Notwithstanding anything contained in these presents, or anywhere else, the VENDOR (Promoter) shall be fully and absolutely entitled to do any addition including construction of Additional Floors, alteration, renovation, change of nature and character, change of use of all and any other portion

of the Building at the Premises without any hindrance, claim, obstruction and objection from the PURCHASER (Allottee) of any nature whatsoever and it shall be deemed that the PURCHASER (Allottee) has his / her /its clear and unequivocal consent to all the above and that the PURCHASER (Allottee) shall keep the VENDOR (Promoter) saved, harmless and indemnified in this regard save and except that any changes from the said Plan inside the Apartment aforesaid can be done only with the approval of the PURCHASER (Allottee);

- 9} The PURCHASER (Allottee) for self and in his representative capacity representing all the Allottees of the Project declares that the Project is not and shall never be submitted to provisions of West Bengal Apartment Ownership Act, 1972 i.e. the West Bengal Apartment Ownership Act, 1972 and all rules, regulations and bye-laws there under is shall not be applicable to the Project in any way and under any circumstances whatsoever;
- 10} **'Association of Allottees'** shall always mean and include the ASSOCIATION i.e. Party of the Third Part in these presents which has been formed and is in compliance of Section 11(4)(e) of the Act aforesaid;
- J) The Parties hereby confirm that they are signing this Deed with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project;
- K) 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 Indenture and all applicable laws, are now willing to execute this Indenture with the conditions and covenants appearing hereinafter;
- L) In accordance with the covenants and conditions set out in this Deed 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 covered parking (if applicable) as specified in Para G in the name of the PURCHASER (Allottee) and the Appurtenant Common Share in name of the ASSOCIATION;

NOW THIS INDENTURE (SALE DEED) WITNESSETH That - :

1. GRANT, TRANSFER & CONVEY :

1.1 Subject to the covenants & conditions as detailed in this Indenture, the VENDOR (Promoter) hereby grant, sell, transfer, convey, assign, assure, confirm and concur -

A] In the name of the PURCHASER (Allottee) All That **the Apartment** more fully described in 1st Para of Part-II of Schedule-"A" and also All That the **Car Park** (if any) more fully described in 2nd Para of Part-II of Schedule-"A", with full right TO HAVE AND TO HOLD the Apartment and the Car Park unto and to the use and enjoyment of the PURCHASER (Allottee) absolutely and forever, *and Further*

B] In the name of the ASSOCIATION All That the **Appurtenant Common Share** consisting of the Pro rata Common Area in Building more fully described in 1st Para of Part-III of Schedule-"A" hereto and also the Pro rata Common Parts in the Project 2nd Para of Part-III of Schedule-"A" with full right TO HAVE AND TO HOLD all the above in this sub-paragraph unto and to the use and enjoyment of the PURCHASER (Allottee) absolutely and forever,

1.2 The Total Price for the Apartment, the Car Parking Space (*if any*) and the Appurtenant Common Share is Rs. _____ (Rupees _____ only) (**Total Price**) the Break-up whereof is as mentioned below which has already been by the PURCHASER (Allottee) to the VENDOR (Promoter) on or before execution of these presents [the receipt whereof the VENDOR (Promoter) doth hereby and also by the Memo and Receipt in Schedule-"C" hereunder admit & acknowledge] of and from the payment thereof the VENDOR (Promoter) do hereby forever release and discharge the PURCHASER (Allottee), the ASSOCIATION and also the Apartment, the Car Park and the Appurtenant Common Share -

Apartment Description	Price	Amount Rs.
Building Name : THE PRIME	Rate of Apartment per square feet (of Carpet Area & Pro rata Common Area in Building)	

Apartment Description	Price	Amount Rs.
Apartment No. :	= Rs. _____/-	
Apartment type :		
Floor :	Price of Apartment including Exclusive Balcony (based on Carpet Area)	
Carpet Area :	Price of Exclusive Open Terrace	
Exclusive Balcony :	Preferential Location Charges	
Exclusive Open Terrace :	Price of Appurtenant Common Share (being conveyed to the Association)	
Pro rata Common Area In Building : (to be conveyed to Association of Allottees)	TOTAL Price (in Rupees)	

Car Park Description	Price	Amount Rs.
Multilevel Mechanical Covered Car Park No. _____ on the Ground Floor level having a super built up area of _____ sft.	Rate per Car Park = Rs. _____/-	
Covered Car Park No. _____ on the Basement Floor level having a super built up area of _____ sft.	Rate per Car Park = Rs. _____/-	
	TOTAL Price (in Rupees)	

Explanation:

- i) *The Total Price above includes the booking amount paid by the PURCHASER (Allottee) to the VENDOR (Promoter) towards the Apartment, the Car Park and the Appurtenant Common Share;*
- ii) *The Total Price above includes Taxes (consisting of tax paid or payable by the VENDOR (Promoter) by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the VENDOR (Promoter), by whatever name called) upto the date of the handing over the possession of the Apartment and the Car Park to the PURCHASER (Allottee) and the Appurtenant Common Share to the ASSOCIATION after obtaining the completion certificate;*
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 Promoter has periodically intimated to the Allottee, the amount payable as stated in (i) above and the Allottee has made payment*

demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter has already provided to the 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 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with putty (paint), marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;*

1.3 The Total Price was 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) undertook and agreed that while raising a demand on the PURCHASER (Allottee) for increase in development charges, cost/charges imposed by the competent authorities, the VENDOR (Promoter) shall enclose the said notification/order/ rules/ regulations to that effect along with the demand letter being issued to the PURCHASER (Allottee), which shall only be applicable on subsequent payments,

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the PURCHASER (Allottee) and that the PURCHASER (Allottee) hereby confirms that all the above has been complied with by the VENDOR (Promoter);

- 1.4 The PURCHASER (Allottee) has made the payment as per the Memo of Consideration set out in Schedule "C" (**'Memo of Consideration'**).
- 1.5 The ASSOCIATION may allow, in its sole discretion, a rebate for early payments of dues payable by the PURCHASER (Allottee).
- 1.6 It is agreed that the PURCHASER (Allottee) shall not make any addition and alteration in the Apartment, without the previous written consent of the ASSOCIATION,
Provided that the PURCHASER (Allottee) may make such minor additions or alterations as may be required by the PURCHASER (Allottee) without violating provisions of any law in force at relevant point of time.
- 1.7 The VENDOR (Promoter) has confirmed the final carpet areas of the Apartment has been mentioned in this Indenture and is that which has been ascertained after construction of the building is complete and the occupancy certificate 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) agreed and acknowledges, the PURCHASER (Allottee) has and 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 and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that

the VENDOR (Promoter) is hereby handing over the Common Areas to the ASSOCIATION after duly obtaining the completion certificate from the competent authority 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with putty (paint), marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- iv) The PURCHASER (Allottee) has the right to own, use, occupy and possess the Apartment at the Project;

1.9 It is made clear by the VENDOR (Promoter) and the PURCHASER (Allottee) agrees that the Apartment along with Parking Space (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 accept 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 PURCHASER (Allottee) of the Project.

1.10 The VENDOR (Promoter) agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the PURCHASER (Allottee) which it has collected from the PURCHASER (Allottee), for the payment of outgoing/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 the VENDOR (Promoter) fails to pay all or any of the outgoings/ dues collected by it from the PURCHASER (Allottee) or any liability, mortgage loan and interest thereon before transferring the Apartment to 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;

1.11 The PURCHASER (Allottee) has paid the the Total Price of the Apartment and the Appurtenant Common Share in the manner as specified in the Memo of Consideration at Schedule "C",

2. MODE OF PAYMENT :

The PURCHASER (Allottee) has made all payments, on written demand by the VENDOR (Promoter), within such time as mentioned in the Memo of Consideration [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable)] in favor of PAROPKAR ESTATES PRIVATE LIMITED payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

3.1 The PURCHASER (Allottee) acknowledges that, if his/her/its residence outside India, then PURCHASER (Allottee) 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 Agreement. 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 regards. Whenever there is any change in the residential status of the PURCHASER (Allottee) subsequent to the signing of this Agreement, it shall be the sole responsibility of the PURCHASER (Allottee) to intimate the same in writing to the VENDOR (Promoter)s 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 application/allotment of the said Apartment apply for herein in any way and the VENDOR (Promoter) shall be issuing the payment receipts in favor of the PURCHASER (Allottee) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS :

Since the entire payment has been made by the PURCHASER (Allottee) there is no requirement for any adjustment / appropriation.

5. TIME SCHEDULE :

The PURCHASER (Allottee) hereby acknowledge and confirm that the VENDOR (Promoter) has abide by the time schedule for completing the

Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the PURCHASER (Allottee) and the Common Areas to the ASSOCIATION.

6. CONSTRUCTION OF THE PROJECT / APARTMENT :

The PURCHASER (Allottee) has seen and verified the layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, and the specification, amenities and facilities annexed along with this said Agreement which has been approved by the competent authority, as represented by the VENDOR (Promoter). The PURCHASER (Allottee) acknowledge and confirm that the VENDOR (Promoter) has developed the Project in accordance with the layout plans, floor plans and specifications, amenities and facilities, , and the VENDOR (Promoter) has strictly abided by plans approved by the competent authorities and shall also strictly abided by the bye-laws, FAR, and density norms and provisions prescribed by the Building Bye laws of Kolkata Municipal Corporation and the VENDOR (Promoter) have not made any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and there is no breach of this term 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 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 2 (two) months or a little more or less from the date of issue of occupancy

certificate. The PURCHASER (Allottee), from the date of taking possession, agree(s) to pay the maintenance charges as determined by the VENDOR (Promoter)/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The VENDOR (Promoter) has already handover the occupancy certificate of the Apartment, to the PURCHASER (Allottee) at the time of this conveyance.

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 PURCHASER (Allottee)- After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the PURCHASER (Allottee), the VENDOR (Promoter) has already handed over the necessary documents and plan, including Common Areas to the ASSOCIATION:

7.5 Cancellation by PURCHASER (Allottee)- The PURCHASER (Allottee) shall have no right to cancel / withdraw this sale and that the transfer hereby made is absolute.

7.6 Compensation – The PURCHASER (Allottee) acknowledge and confirm that there is not defective title of the land, on which the Project is has been developed, and that the same has been done in the manner as provided under the Act and that the PURCHASER (Allottee) does not and 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) has absolute, clear and marketable title with respect to the Apartment and absolute, actual, physical possession of the Apartment;
- ii) The VENDOR (Promoter) had lawful rights and requisite approvals from the competent authorities in respect of the Project;
- iii) There are no encumbrances upon the Apartment or the Project save that some of the other Apartments and other Car Parking Spaces have been booked and/or agreed to be sold and/or loan taken in respect thereof;
- 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 Apartment have been valid and subsisting and have been obtained by following due process of law. Henceforth the ASSOCIATION shall, 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 these presents 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 and/or development agreement or any other agreement / arrangement with any person or party with respect to the Apartment which will, in any manner, affect the rights of PURCHASER (Allottee) under this Indenture;
- 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 Indenture;
- ix) At the time of execution of this conveyance deed the VENDOR (Promoter) has handover lawful, vacant, peaceful, physical possession of the

Apartment to the PURCHASER (Allottee) and the Common Areas to the 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 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 said Apartment along with Appurtenant Common Share the receipts and all papers in respect whereof has been handed over to the the ASSOCIATION which the PURCHASER (Allottee) hereby acknowledges;
- 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 and/or the Project.

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 agreed upon and has completed the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

ii) VENDOR (Promoter) has not discontinued its business as a developer on account of suspension or revocation of his /its registration under the provisions of the Act or the rules or regulations made there under.

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

10. CONVEYANCE OF THE APARTMENT, etc. :

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 is and shall no more be responsible for providing and maintaining the essential services in the Project, and it shall be deemed that the taking over of the maintenance of the Project by the ASSOCIATION has already been upon the issuance of the completion 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 Agreement 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 TO ENTER THE APARTMENT FOR REPAIRS :

The VENDOR (Promoter) / Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the PURCHASER (Allottee) agrees to permit the ASSOCIATION and/or VENDOR (Promoter) 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.

14. USAGE :

Use of Basement(s) and Service Areas :

The basement and Service Areas, if any, as located within the (Project name), is 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) is 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 the ASSOCIATION for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

15.1 The PURCHASER (Allottee) after taking possession, is and shall be solely responsible to maintain the 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 which may be in violation

of any laws or rules of any authority or change or alter or make additions to the said Apartment, 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.

15.2 The PURCHASER (Allottee) further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or Common Areas. The PURCHASER (Allottee) 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.

15.3 The PURCHASER (Allottee) shall plan and distribute its electric load in conformity with the electric systems installed by the VENDOR (Promoter) and thereafter the ASSOCIATION and/or maintenance agency appointed by the ASSOCIATION. The PURCHASER (Allottee) shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :

The Parties are executing these presents for transfer of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. 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 these presents.

18. VENDOR (PROMOTER) SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the VENDOR (Promoter) executes this Indenture 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.

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :

The the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules, Regulations and bye-laws thereunder is and shall not applicable for the Project in as much the Project has not been submitted to and under the said West Bengal Apartment Ownership Act, 1972. The PURCHASER (Allottee) acknowledge and confirm that the VENDOR (Promoter) has complianed with various laws / regulations as applicable in Kolkata, West Bengal.

20. BINDING EFFECT :

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

21. ENTIRE DEED :

This Indenture, along with its schedules, constitutes the entire Deed and Agreement between the Parties with respect to the subject matter hereof and 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/ Building, as the case may be.

22. RIGHT TO AMEND :

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

23. PROVISIONS OF THIS INDENTURE APPLICABLE PURCHASER (ALLOTTEE) / SUBSEQUENT ALLOTTEES :

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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent PURCHASER (Allottee) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER :

24.1 The Parties hereto waive all delays, defaults, violations and breached of the other.

24.2 Notwithstanding aforesaid the Parties hereto shall be entitled to enforce at any time hereafter the provisions hereof and the waiver aforesaid shall not be construed to be a waiver of any provisions or of the right under this Indenture.

25. SEVERABILITY :

If any provision of this Indenture shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Indenture shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement 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 Indenture shall remain valid and enforceable as applicable at the time of execution of this Indenture.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :

Wherever in this Indenture 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 / Plots in the Project.

27. 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 Indenture 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.

28. PLACE OF EXECUTION :

The execution of this Indenture is completed only upon its execution by the VENDOR (Promoter) through its authorized signatory at the VENDOR (Promoter)'s Office, or at some other place, which may be mutually

agreed between the VENDOR (Promoter) and the PURCHASER (Allottee) in Kolkata or any day soon thereafter is 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..

29. NOTICES :

That all the notices to be served on the PURCHASER (Allottee) and the VENDOR (Promoter) as contemplated by this Indenture 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 above in the name clause.

It shall be the duty of the PURCHASER (Allottee) and VENDOR (Promoter) to inform each other of any changes subsequent to the execution of this Agreement 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) or the PURCHASER (Allottee), as the case may be.

30. JOINT PURCHASER (ALLOTTEE) :

That in case there are Joint Allottees 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).

31. SAVINGS :

Any application letter, allotment letter, agreement, or any other document signed by the PURCHASER (Allottee), in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Indenture for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the PURCHASER

(Allottee) under this Indenture or under the Act the rules or the regulations made there under.

32. GOVERNING LAW :

That the rights and obligations of the parties under or arising out of this Agreement 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 Agreement, 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 under Arbitration and Conciliation Act 1996.

34. OTHER TERMS & CONDITIONS :

A] TITLE AND PLAN :

a} The PURCHASER (Allottee) confirms to have duly inspected all deeds, documents and papers relating to the said Land and agrees and covenants not to raise any objection in regard therein or make any requisition in connection therewith and the Purchaser has also seen and inspected the said Building Permit No.- Permit No.-2014090003 dated 16th April, 2014 and Regularization Plan dated 4th. April, 2017 under Rule 26 (2A) of Kolkata Municipal Corporation Building Rules, 2009 as amended up to date in respect of the Said Land and also all specifications, elevations, designs and lay-out of the said building and also of the Apartment and the Car Parking Space/s if any (both here collectively called '**Apartment**') and has fully satisfied himself/ves about the validity thereof and agrees and covenants not to raise any objection with regard thereto or with regard to any sanctionable

addition/s, modifications or alteration/s that the VENDOR (Promoter) may make therein in future;

- b} The VENDOR (Promoter) has already delivered to the PURCHASER (Allottee) all necessary clearance and permission for construction of the building after the meeting;
 - c} 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 Appurtenant Common Part Share;
 - d} The PURCHASER (Allottee) has satisfied herself /itself /himself /themselves as to the Carpet Area and the Appurtenant Common Share in relation thereto to the Apartment;
 - e} The PURCHASER (Allottee) agrees, undertakes and assure the VENDOR (Promoter) that the Project shall never be submitted to provisions of West Bengal Apartment Ownership Act, 1972 i.e. the West Bengal Apartment Ownership Act, 1972 and all rules, regulations and bye-laws there under is shall not be applicable to the Project in any way and under any circumstances whatsoever;
 - f} It is hereby agreed that Association of Allottees shall always be the ASSOCIATION being the party of the Third Party herein;
- B] It shall be obligation of the PURCHASER (Allottee):
- a} Not to do or cause to be done any act, deed or thing by virtue of which the construction of the said building or the Apartment or any other Units on the Said Land are in any way either hampered, obstructed, delayed or stopped from using;
 - b} As from the date of possession the PURCHASER (Allottee) covenants:
 - i\ To co-operate with the ASSOCIATION and that the PURCHASER (Allottee) and other Co-PURCHASER (Allottee) of the Project shall become members of such the ASSOCIATION and undertake to pay their share(s) of deposits, subscription and

such fees and charges as may be levied and decided by the the ASSOCIATION;

- ii\ To observe the Rules and Regulations framed from time to time by the ASSOCIATION for the common purpose/expenses;
- iii\ On prior notice to allow the ASSOCIATION with or without the workmen to enter into the Apartment for completion, repairs and for the common purpose;
- iv\ To pay and bear the Common Expenses in all as more fully described in the Schedule - "D" hereto, electricity and other utility charges and outgoings for the Apartment, wholly and the Common Areas proportionately;
- v\ To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Apartment and also relating to the Appurtenant Common Share and proportionate part of the Said Land,;
- vi\ Not to let out or part with possession of the Apartment before giving prior intimation in writing to the 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 (to the extent necessary for assessment of the liability for rates, taxes and other impositions) until separate assessment of the Apartment (for the purpose of municipal tax) is done in the name of the PURCHASER (Allottee);
- vii\ Not to use the Apartment 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;
- viii\ The exterior of the Apartment shall not be decorated or redecorated otherwise than in the manner agreed to with the VENDOR (Promoter) and/or the ASSOCIATION in writing and in accordance with the general scheme ;

- ix\ Not to use / apply any other colour scheme on the balcony attached or in surroundings of the Apartment save the colour scheme approved or provided therefore by the ASSOCIATION ;
- x\ No external wireless or television antenna shall be erected on the outside wall of the Building;
- xi\ Not to divide or sub-divide the Apartment and/or the said Car Parking space/s;
- xii\ 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 Flat / Unit and not to use the same for any other purpose whatsoever;
- xiii\ 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;
- xiv\ To observe and confirm/comply to all regulations and restrictions made by the VENDOR (Promoter) /ASSOCIATION (upon its formation) from time to time for the proper management and maintenance of the building;
- xv\ Not to bring or permit to remain upon the Apartment 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;
- xvi\ 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;
- xvii\ Not to do or permit any opening, structural change or change in elevation without the consent in writing of the ASSOCIATION;
- xviii\ Not to throw any rubbish, save to such extent and at such place or places as be permitted and specified by the ASSOCIATION;

- xix\ Not to do anything whereby the other unit owners or the co-transferees are obstructed in or prevented from enjoying their respective units quietly and exclusively;
- xx\ 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;
- xxi\ 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;
- xxii\ To keep the Apartment in good state of repairs and condition and to carry out necessary repairs or replacements as and when required;
- xxiii\ 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 ASSOCIATION;
- xxiv\ Not to bring nor store in the Apartment 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;
- xxv\ 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 or any part thereof;
- xxvi\ To observe such other covenants as be deemed reasonable;
- xxvii\ Not to install any air conditioner and/or exhaust fan except at the place(s) previously approved;

xxviii\ 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;

xxix\ 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).

- C] The PURCHASER (Allottee) shall pay punctually and regularly the common expenses from the date of possession on receiving bills from the VENDOR (Promoter) / ASSOCIATION based on the Carpet area of the Apartment and till such time the ASSOCIATION is formed and management of the Common Portions is transferred to the ASSOCIATION, the PURCHASER (Allottee) shall pay maintenance charges to the VENDOR (Promoter) and also the service charge of 10% over and above the maintenance charges to the VENDOR (Promoter) / ASSOCIATION formed by the VENDOR (Promoter) as stated herein before;
- D] After delivery of possession of the "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) shall be entitled, without prejudice to their other rights, to discontinue the supply of electricity as also supply of water in the "Apartment", without being liable for any damages. It is made clear that the PURCHASER (Allottee) herein shall not be entitled to restoration of supply of water and electricity in the "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 at the rate of 1.5%

per month thereon and further the reconnection charges as may be fixed by the VENDOR (Promoter) /ASSOCIATION;

- E] At or before the date of possession, the PURCHASER (Allottee) shall pay the total consideration and also pay the Extras and Deposits, if at all, as mentioned herein to the VENDOR (Promoter) and until payment of the said sums are made by the PURCHASER (Allottee), the VENDOR (Promoter) shall not deliver possession of the Apartment to the PURCHASER (Allottee);
- F] The amounts of deposits as mentioned hereinabove shall not carry any interest and shall be utilized for the purpose for which the deposit is taken by the VENDOR (Promoter) and that after the formation of the ASSOCIATION, the VENDOR (Promoter), shall transfer the amount of maintenance deposit to the ASSOCIATION after adjusting all outstanding and that the account to be submitted by the VENDOR (Promoter) shall be final conclusive and binding on the PURCHASER (Allottee) and the PURCHASER (Allottee) shall not be entitled to challenge and dispute the same;
- G] The PURCHASER (Allottee) shall pay the common expenses electricity charges for electricity consumed for Common Areas of the building, municipal taxes, multi storied building tax and all other taxes and all other outgoings applicable as per law relating to the Said Land regularly, punctually and within the time to be specified by the VENDOR (Promoter), and/or the ASSOCIATION;
- H] In case the PURCHASER (Allottee) fails and/or neglects to pay then the PURCHASER (Allottee) shall be liable to pay interest @ 1.5% per month on the outstanding sum(s) to be calculated from the expiry of the date when it becomes due to the date of actual payment and at the discretion of the VENDOR (Promoter) /ASSOCIATION and the PURCHASER (Allottee) shall not be entitled to use common facilities until and unless all the dues inclusive of interest have been paid;

- I] Notwithstanding anything contained in paragraph nos.1 to 33 and subparagraphs there under or anywhere else,
- a} The PURCHASER (Allottee) shall not be entitled to -
- i\ Claim any right, title, interest or possession except the Apartment, the Land Share and the Proportionate right in the Common Parts;
 - ii\ 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 and/or for utility pipes, cables and lines to be installed in the Apartment;
 - iii\ Raise any objection or hindrance either before the municipal authorities or before any Government Authorities or any other authority private or public for obtaining sanction of the building plan(s) and smooth construction of the building and sell, transfer or dispose thereof;
 - iv\ 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;
- b} The VENDOR (Promoter) shall be entitled to change and/or alter and/or modify the said building Plan for construction of the additional area / floors and also change and/or alter and/or modify the layout plan of the Apartment and the building, as per the rules of the Kolkata Municipal Corporation and the PURCHASER (Allottee) shall have no objection and no claim thereto and/or the PURCHASER (Allottee) is hereby giving clear and unequivocal permission for the same;
- c} The Defect Liability as stated under paragraph 12 above, subject to normal wear and tear excepted, and the same can be invoked by the PURCHASER (Allottee) only the PURCHASER (Allottee) has paid

well in advance the insurance premiums or proportionate part thereof as the case may be for the insurance taken and/or to be taken by the VENDOR (Promoter) for covering such Defect Liability in all manner and 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 or if the PURCHASER (Allottee) fails to take proper and appropriate care and maintenance of the Apartment and the Common Areas of the Project and in case of any kind of default by the PURCHASER (Allottee) in respect of the above the VENDOR (Promoter) shall not be obliged to any such claim or request by the PURCHASER (Allottee);

- d} The PURCHASER (Allottee) of other Apartment/s, Car Parking and other spaces on the Said Land and the Building thereat shall be entitled to take loan for their purchase for which the VENDOR (Promoter) is and shall be at liberty to execute all such documents as may be necessary;
- e} 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 regularisation or otherwise and further that the PURCHASER (Allottee) is hereby giving its clearance, consent and permission in advance for the same provided however the PURCHASER (Allottee) is and shall not be made in way liable or responsible for payment any charges, penalty or outgoings in respect thereof;
- f} In addition to all the above the PURCHASER (Allottee) shall also bear and pay the Security Deposit and all costs and expenses in respect thereof for individual meters from CESC at actuals payable at the time of application for meters in the name(s) of the

- PURCHASER (Allottee) with CESC Ltd. And shall also reimbursement of deposit for obtaining common electric meters in proportion to Carpet area of the Apartment;
- g} All agreements, deeds, documents, papers and writing in any way relating to the Project shall be done by the Advocate of the Project and the Fees of the Advocate shall be borne and paid by the PURCHASER (Allottee);
- h} The parties hereto jointly as well as severally have already appointed **Ayin Co.**, Advocates + Attorney (IPR) having its office at 7A, Kiran Shankar Roy Road, Ground Floor (West Gate), Kolkata-700 001, Email – ayin.co.law@gmail.com by Mr.Naresh Balodia, Advocate residing at 9, Desh Pran Shasmal Road, Kolkata-700 033, Mobile-87776 43079 as Advocates for the Project who shall continue to be the Advocates for the Project and for all common matters of the Project who shall look after all the legal affairs of the Project whose fees shall be paid by the Allottee/s of the Project;
- i} In continuation to paragraph 33 above, 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 and Common Matters of the Project (including after its completion) shall be referred to the sole Arbitration of the aforesaid Advocate 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;
- j} Notwithstanding anything contained in these presents, or anywhere else, the VENDOR (Promoter) shall be fully and absolutely entitled to do any addition including construction of Additional Floors, alteration, renovation, change of nature and character, change of use of all and any other portion of the Building at the said Land without any hindrance, claim, obstruction and objection from the PURCHASER (Allottee) of any nature

whatsoever and it shall be deemed that the PURCHASER (Allottee) has his / her /its clear and unequivocal consent to all the above and that the PURCHASER (Allottee) shall keep the VENDOR (Promoter) saved, harmless and indemnified in this regard save and except that any changes from the said Plan inside the Apartment aforesaid can be done only with the approval of the PURCHASER (Allottee);

- J] Notwithstanding anything to the contrary herein contained, the Building at the Said Land shall at all times be known as "THE PRIME" and the said name shall not under any circumstances be changed or altered or modified and that the ASSOCIATION shall also maintain the said name "THE PRIME";
- K] The open and covered areas in the Said Land and the Building there at (including all car parking spaces) save and except the Apartment and the Appurtenant Common Share will be the exclusive property of the VENDOR (Promoter) with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof;
- L] In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on both the parties;
- M] 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. While the VENDOR (Promoter) shall take all and every care to ensure construction and completion of the said unit as per specifications mentioned herein, the VENDOR (Promoter), shall not be held responsible or accountable for cracks, discoloring or deterioration in the quality of such natural materials;
- N] 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 but the VENDOR (Promoter) shall repair the same if the same is pointed out by the PURCHASER (Allottee) at the appropriate stage of construction by the PURCHASER (Allottee) and such stage crosses then the VENDOR (Promoter), shall not be liable for making any change or improvements;

O] JURISDICTION :

Only the courts having territorial jurisdiction in respect of the Said Land shall have the jurisdiction in all matters relating to and/or emanating out of this agreement.

P] FINAL DOCUMENT & OVERRIDING :

This is the final document between the parties in respect of the Apartment, the Car Park and the Appurtenant Common Share and notwithstanding anything contained in these presents or elsewhere the Earlier Agreement aforesaid all earlier letters, correspondence, forms, applications, emails, and communication of each and every nature between the Promoter and the Allottee (hereafter collectively called '**previous documents**') are hereby replaced by this Indenture and henceforth the previous documents aforesaid shall have not effect, or virtue.

35. THE SCHEDULES :

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

A] Schedule - "**A**" : Description of Said Land along with Boundaries in all Four Directions (in Part-I), and Description of the Apartment and the Car Park (*if any*) (both in Part-II), and Appurtenant Common Share (in Part-III);

- B] Schedule - "**B**" : Floor Plan Of The Apartment;
C] Schedule - "**C**" : Memo of Consideration;
D] Schedule - "**D**" : Common Expenses;

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 first above written.

EXECUTED AND DELIVERED by **the**
VENDOR (Promoter) above named
above named at Kolkata :

In the presence of (Witness-1) -

Being identified by -

In the presence of (Witness-2) -

EXECUTED AND DELIVERED by **the**
PURCHASER (Allottee) above
named above named at Kolkata :

In the presence of (Witness-1) -

Being identified by -

In the presence of (Witness-2) -

EXECUTED AND DELIVERED by **the**
ASSOCIATION above named above
named at Kolkata :

In the presence of (Witness-1) -

Being identified by –

In the presence of (Witness-2) -

Drafted as per instructions of the parties :-

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

An ISO 9001:2015 Certified Organization

★★★★★

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Email : ayin.co.law@gmail.com

Registered with Ministry of MSME, Govt. of India

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

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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 **13 Cottahs 0 Chittaks 42 Square Feet** (=887.216 Square Metres) more or less situate lying at and being Municipal Premises No. 32, Shyama Prasad Mukherjee Road, Ward No.73, Police Station - Bhawanipore Kolkata-700 025, within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner as follows : -

ON THE NORTH : By premises no. 30, S.P. Mukherjee Road.
 ON THE SOUTH : By premises no. 34A, S.P. Mukherjee Road.
 ON THE EAST : By Municipal Road known as S.P. Mukherjee Road.
 ON THE WEST : By a municipal ditch.

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

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

1st Para ('*Apartment*')

ALL THAT the Residential **Flat No.** _____ comprising of _____ **square feet** of **Carpet Area** (approx.) on the _____ **Floor** of the building known as “THE PRIME” and delineated in the plan annexed hereto and marked as **Annexure-A** duly bordered thereon in ‘RED’ in the building at the Said Premises more fully described in the FIRST SCHEDULE above written;

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

2nd Para
(*Car Park*)

ALL THAT _____ Covered Mechanical / Normal Car Parking Space being no. _____ in the _____ Floor Level of the Building "THE PRIME" at the said Premises to be delineated and demarcated by the VENDOR (Promoter) at the time of possession or conveyance whichever is earlier.

Part - III
(*'Appurtenant Common Share'*)

1st Para
(Pro rata Common Area in the Building)

All That the undivided and undemarcated _____ square feet of Common Area (as mentioned just below this paragraph) of the Building 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, the common portions of the ultimate terrace/s, and common storage spaces;
- 2) 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;
- 3) All community facilities area as provided in the real estate project;

AND ALSO

2nd 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 Equipments (as mentioned just below this paragraph) in the Project at the Said Land which is appurtenant and/or attributable to the Apartment aforesaid –

- A] The entirety of the Said Land where the project is developed;
- B] The parks (if any), play areas (if any), open parking areas (if any);
- C] Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- D] The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- E] All community facilities as provided in the real estate project;
- F] All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

Schedule – “B”
(Floor Plan Of The Apartment)

Ayin Co.

Schedule – "C"
(Memo of Consideration')

Ayin Co.

Schedule – “D” (Common Expenses)

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. Till such time the Maintenance Organization is formed the Vendor shall do the maintenance and the Vendor shall be at the liberty to charge salaries / other outgoings of the staff assigned for the maintenance job and the Purchaser shall not have any objection to the same.

4. TAXES & LEVIES:

Municipal rates, taxes and levies and all other outgoings for the Common Areas or for the said premises or for the buildings 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 the ASSOCIATION 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.

9. OTHERS:

All other expenses and/or outgoings as may be determined by the Vendor / the ASSOCIATION for the common purposes.

FORM FOR PHOTOGRAPHS & FINGER PRINTS

		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		LEFT HAND				
	Name : _____ <i>(for Vendor – as Director)</i>	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		RIGHT HAND				
		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		LEFT HAND				
	Name : _____ <i>(for Purchaser – self)</i>	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		RIGHT HAND				
		_____	_____	_____	_____	_____
		Little	Ring	Middle	Fore	Thumb
		LEFT HAND				
	Name : _____ <i>(for Association –as Managing Trustee)</i>	_____	_____	_____	_____	_____
		Thumb	Fore	Middle	Ring	Little
		RIGHT HAND				