

***This Indenture** made this the day of 20[•] (“**Indenture**”) **Between Akshay Vinimay LLP**, a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 12B, Beliaghata Road, Kolkata - 700 015, Police Station Entally, Post Office Tangra, and having Income Tax PAN No. ABFFA1232L and LLPIN No. AAG-0923, represented by its [•], Mr. [•], son of [•], working for gain at 12B, Beliaghata Road, Kolkata - 700 015, Police Station Entally, Post Office Tangra, and having Income Tax PAN No. [•] and Mobile No. [•], hereinafter referred to as the “**Vendor**” (which expression shall mean and include its successors-in-interest and/or assigns) of the **First Part**; [Mr./Ms. [•], son/wife of [•], residing at [•], Police Station [•], Post Office [•], and having Income Tax PAN No. [•] and Mobile No. [•]/[•], a company existing under the provisions of the Companies Act, 2013/a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at [•], Police Station [•], Post Office [•], and having Income Tax PAN No. [•] and [CIN/LLPIN] No. [•], represented by its [•], Mr. [•], son of [•], working for gain at [•], Police Station [•], Post Office [•], [•], and having Income Tax PAN No. [•] and Mobile No. [•]], hereinafter referred to as the “**Purchaser**” (which expression shall mean and include his/her/each of their respective/its successors-in-interest and/or permitted assigns) of the **Second Part And [•] Association**, an association registered under the provisions of the West Bengal Apartment Ownership Act, 1972, having its office at [•], Kolkata - 700 [•], Police Station [•], Post Office [•], and having Income Tax PAN No. [•], represented by its [•], Mr. [•], son of [•], working for gain at [•], Kolkata - 700 [•], Police Station [•], Post Office [•], and having Income Tax PAN No. [•] and Mobile No. [•], hereinafter referred to as the “**Association**” (which expression shall mean and include its successors-in-interest) of the **Third Part**:

Whereas:

- A. By virtue of the devolution of title as detailed hereinbelow, the Vendor herein became and is the full and absolute owner of All That the piece and parcel of land recorded as admeasuring 5 (five) bighas 2 (two) cottahs 9 (nine) chittacks and 19 (nineteen) sq.ft. more or less, but upon physical measurement found to admeasure 5 (five) bighas 1 (one) cottah 7 (seven) chittacks and 34 (thirty four) sq.ft. more or less, together with the Building (*as defined hereinafter*) standing thereon and/or the Project (*as defined hereinafter*) developed thereon, situate, lying at and being Premises No. 12B, Beliaghata Road (also known as Beliaghata Main Road), Kolkata - 700 015, Police Station Entally, Post Office Tangra, within Ward No. 57 of The Kolkata Municipal Corporation (“**Said Premises**”), more specifically described in the **First Schedule** hereunder written:-
- i) one Sasi Bhushan Sur alias Soshi Bhusan Sur, son of Late Peary Mohan Sur, was the full and absolute owner of All That the piece and parcel of land admeasuring 5 (five) bighas 18 (eighteen) cottahs 13 (thirteen) chittacks and 19 (nineteen) sq.ft. more or less together with various structures standing thereon, situate, lying at and being the western portion of Premises No. 12, Beliaghata Road, comprised in/ appertaining to portions of Holding Nos. 9 and 10, Sub-Division 17, Division III, Mouza Sealdah, Dihi Panchannagram, Police Station Entally, District 24 Parganas;

**This draft of the deed of conveyance has been compiled on the assumption that prior to the execution of the first deed of conveyance in favour of any intending purchaser, the Owner will be able to form/incorporate the Association under the provisions of The West Bengal Apartment Ownership Act, 1972, for the purpose as stipulated in The West Bengal Housing Industry Regulation Act, 2017 read with The West Bengal Housing Industry Regulation Rules, 2018, each as prevailing as on 31st August, 2019 and/or as indicated in this draft. However, in the event the Owner is prevented from forming and/or is unable to form such an Association due to any reason whatsoever or howsoever including but not limited to due to the mandates of The West Bengal Apartment Ownership Act, 1972 and/or any inconsistencies between any applicable statutes and/or governing laws, the Owner retains the right to modify this subject draft of the deed of conveyance in such a manner as the Owner may then deem fit and proper taking into account inter alia the then prevailing circumstances.*

- ii) while annual revenue was payable to the Collectorate of 24 Parganas in respect of a portion of the aforesaid property admeasuring 2 (two) bighas 14 (fourteen) cottahs 2 (two) chittacks and 17 (seventeen) sq.ft. more or less together with various structures standing thereon, the remaining portion of the said property admeasuring 3 (three) bighas 4 (four) cottahs 11 (eleven) chittacks and 2 (two) sq.ft. more or less together with various structures standing thereon was revenue free;
- iii) subsequently, the entirety of the aforesaid property admeasuring 5 (five) bighas 18 (eighteen) cottahs 13 (thirteen) chittacks and 19 (nineteen) sq.ft. more or less together with various structures standing thereon, comprising the western portion of Premises No. 12, Beliaghata Road, was separated from the other portions thereof, and was assigned the same premises number i.e. Premises No. 12, Beliaghata Road, and further the Holding Nos. in which the said property was comprised, was also changed to Holding Nos. 7 and 8 (“**Larger Property**”);
- iv) by an Indenture dated 8th May, 1907, registered with the Sub-Registrar, Sealdah, in Book No. I, Volume No. 18, Pages 143 to 150, Being No. 1535 for the year 1907, the said Sasi Bhushan Sur alias Soshi Bhusan Sur, therein described as the vendor, in lieu of valuable consideration, sold, transferred and conveyed in favour of The Calcutta Tramways Company Limited, therein described as the company, All That the entirety of the Larger Property;
- v) by an Indenture dated 24th September, 1908, registered with the Sub-Registrar, Sealdah, in Book No. I, Volume No. 39, Pages 38 to 49, Being No. 3126 for the year 1908, the said The Calcutta Tramways Company Limited, therein described as the Company, in lieu of valuable consideration, sold, transferred and conveyed in favour of Moulvi Badruddin Haider Khan Bahadur, Mutawali of the Wakf Estate of Moonshi Boo Ali, therein described as the purchaser, All That the entirety of the Larger Property;
- vi) subsequently, on or about 21st January, 1909, the said Moulvi Badruddin Haider Khan Bahadur alias Khan Bahadur Badruddin Haider filed an application before the District Judge, 24 Parganas, numbered as Miscellaneous Judicial Case No. 5 of 1909 (Wakf), praying for permission to sell the Larger Property to one Babu Gopal Chandra Gupta, and by an order dated 1st March, 1909, amended by another order of 24th June, 1909, the said Moulvi Badruddin Haider Khan Bahadur was granted permission by the said Court to sell the Larger Property;
- vii) by an Indenture dated 5th July, 1909, registered with the Registrar, Calcutta, in Book No. I, Volume No. 45, Pages 113 to 118, Being No. 1692 for the year 1909, the said Moulvi Badruddin Haider Khan Bahadur, therein described as the vendor, in lieu of valuable consideration, sold, transferred and conveyed in favour of Gopal Chandra Gooptu, son of Late Dwarkanath Gooptu, therein described as the purchaser, All That the entirety of the Larger Property;
- viii) thereafter, the Holding Nos. in which the Larger Property was comprised, was changed from Holding Nos. 7 and 8 to Holding Nos. 7, 7A and 8;
- ix) by and under a Redemption Certificate dated 29th November, 1918, issued by the Collector of 24 Parganas in the name of and on behalf of the Secretary of State for India in Council, in consideration of the sum paid by

the said Gopal Chandra Gupta as recorded therein, the said Gopal Chandra Gupta and his heirs and assigns as also the abovementioned portion of the Larger Land in respect whereof annual revenue was payable to the Collectorate of 24 Parganas, were forever released and discharged from payment of the said revenue/rent, and thus the entirety of the Larger Property became revenue free land;

- x) the said Gopal Chandra Gooptu alias Gopal Chandra Gupta died on 10th May, 1919 after publishing his last will and testament dated 10th February, 1919, whereunder the said Gopal Chandra Gooptu *inter alia* bequeathed in favour of his son Fanindra Nath Gooptu alias Phanindra Nath Gooptu, the Larger Property and the business being carried therefrom under the name and style of F. N. Gooptu & Co.;
- xi) the executor(s) named in the said last will and testament of the said Gopal Chandra Gooptu applied for probate thereof before the Hon'ble High Court of Judicature at Fort William in Bengal, in respect whereof the probate was duly granted on 29th March, 1922, as recorded in the probate dated 24th April, 1922;
- xii) the said Fanindra Nath Gooptu died intestate on 18th March, 1935, and ultimately his 4 (four) sons, namely Rabi Prosad Gooptu, Rama Prasad Gooptu, Hari Prasad Gooptu and Amar Prasad Gooptu, became entitled to the entirety of the Larger Property;
- xiii) the said Hari Prasad Gooptu died on 5th August, 1957, after making and publishing his last will and testament dated 2nd August, 1957, whereunder the said Hari Prasad Gooptu *inter alia* bequeathed his undivided 1/4th (one-fourth) share and/or interest in the Larger Property in favour of his 3 (three) sons, namely Dilip Kumar Gooptu, Ajoy Kumar Gooptu and Ajit Kumar Gooptu, and further created a charge on his estate for the payment of maintenance and housing allowance to his wife, Smt. Annapurna Debi, and upon probate of the said will being applied for, such probate was duly granted by the concerned competent court on 27th August, 1958;
- xiv) the said Rama Prasad Gooptu died on 15th July, 1959, after making and publishing his last will and testament dated 4th March, 1958, whereunder the said Rama Prasad Gooptu *inter alia* bequeathed his undivided 1/4th (one-fourth) share and/or interest in the Larger Property in favour of his 6 (six) sons, namely Arun Kumar Gooptu, Tarun Kumar Gooptu, Amal Kumar Gooptu, Pronab Kumar Gooptu, Alok Kumar Gooptu and Jayanta Kumar Gooptu, subject to payment of certain legacies and annuities out of his estate to the persons named in his said will, and upon probate of the said last will being applied for, the same was duly granted on 14th May, 1960;
- xv) by a Deed of Release dated 16th August, 1966, registered with the Sub-Registrar Sealdah, in Book No. I, Volume No. 40, Pages 50 to 61, Being No. 1578 for the year 1966, the said Annapurna Debi, wife of the said Late Hari Prasad Gooptu, released all her claims to/over/in respect of the Larger Property;
- xvi) by several registered Deeds of Conveyances, all dated 16th August, 1966, the said Rabi Prosad Gooptu, Amar Prasad Gooptu, Dilip Kumar Gooptu, Ajoy Kumar Gooptu, Ajit Kumar Gooptu, Arun Kumar Gooptu, Tarun Kumar Gooptu, Amal Kumar Gooptu, Pronab Kumar Gooptu, Alok Kumar Gooptu and Jayanta Kumar Gooptu (collectively, the "**Gooptu Family**"), in lieu of valuable consideration, sold, transferred and conveyed in favour of

Kishori Lal Agarwalla and others All That the divided and demarcated western portion of the Larger Property admeasuring 16 (sixteen) cottahs 4 (four) chittacks more or less together with one partly two and partly three storied building standing thereon on the terms and conditions contained and recorded in the said deeds;

- xvii) after the aforesaid sale, the abovementioned members of the Gooptu Family continued to remain the full and absolute owner of the remaining/balance portion of the Larger Property admeasuring 5 (five) bighas 2 (two) cottahs 9 (nine) chittacks and 19 (nineteen) sq.ft. more or less together with the structures standing thereon (“**Balance Remaining Property**”), with each of them being respectively entitled to their respective undivided shares and/or interests therein;
- xviii) subsequently, by the undernoted several registered Deeds of Release, all dated 27th September, 1968, each of the several persons entitled to payment of legacies and annuities from out of the estate of the said Rama Prasad Gooptu (as detailed hereinbelow), respectively released their respective charge on the undivided 1/4th (one-fourth) share and/or interest of the said Rama Prasad Gooptu in the Larger Property and/or the Balance Remaining Property for payment of such annuities, in favour of the executors of the last will and testament of the said Rama Prasad Gooptu, namely the said Arun Kumar Gooptu, Tarun Kumar Gooptu and Amal Kumar Gooptu:

Sl. No.	Details of the Releasers	Relation with Rama Prasad Gooptu	Deed details				
			Registering Authority	Book No.	Volume No.	Pages	Being No. with year
1.	Arati Sen, wife of Indrajit Sen	Daughter	Sub-Registrar Sealdah	I	44	60 to 63	1840 for the year 1968
2.	Sreemati Jyotsnamoyee Debi alias Jyotsnamoyee Debi, wife of Late Sailendra Nath Roy	Sister-in-law (sister of the wife of Rama Prasad Gooptu)	Sub-Registrar Sealdah	I	40	88 to 91	1845 for the year 1968
3.	Jayanti Sen, wife of Dr. Somnath Sen	Daughter	Registrar of Assurances, Calcutta	I	161	105 to 108	4869 for the year 1968
4.	Pronati Barat, wife of Hiranmoy	Daughter	Registrar of Assurances, Calcutta	I	161	109 to 112	4870 for the

	Barat						year 1968
5.	Jayasree Barat, wife of Manik Chandra Barat	Daughter	Registrar of Assurances, Calcutta	I	174	91 to 94	4871 for the year 1968
6.	Sreemati Avamoyee Debi alias Abhamoyee Debi, wife of Rama Prasad Gooptu	Wife	Registrar of Assurances, Calcutta	I	174	95 to 98	4872 for the year 1968

- xix) in pursuance of an agreement dated 16th March, 1968, by the undernoted several registered Deeds of Conveyances, all dated 27th September, 1968, each of the several members of the Gooptu Family, in lieu of valuable consideration, respectively sold, transferred and conveyed in favour of Purabi Guha, wife of Late Harilal Guha, the respective undivided share and/or interest held by each of them in the Balance Remaining Property, and thus the entirety of the Balance Remaining Property together with the respective right, title and interest held by and/or of each of the members comprising the Gooptu Family to/over/in respect of the entirety of the Balance Remaining Property, absolutely and forever, stood transferred and conveyed in favour of the said Purabi Guha:

Sl. No.	Name of the Gooptu Family member, described in the deed as the Vendor	Deed Details				
		Registering Authority	Book No.	Volume No.	Pages	Deed No. with year
1.	Rabi Prosad Gooptu	Registrar of Assurances, Calcutta	I	191	65 to 74	5569 for the year 1968
2.	Amar Prosad Gooptu	Registrar of Assurances, Calcutta	I	174	81 to 90	4865 for the year 1968
3.	Dilip Kumar Gooptu	Sub-Registrar, Sealdah	I	41	51 to 60	1821 for the year 1968
4.	Ajoy Kumar Gooptu	Sub-Registrar, Sealdah	I	46	181 to 190	2046 for the year 1968
5.	Ajit Kumar Gooptu	Sub-	I	39	267 to	1822 for

		Registrar, Sealdah			276	the year 1968
6.	Arun Kumar Gooptu	Registrar of Assurances, Calcutta	I	166	72 to 81	4868 for the year 1968
7.	Tarun Kumar Gooptu	Sub- Registrar, Sealdah	I	44	64 to 73	1843 for the year 1968
6.	Amal Kumar Gooptu	Sub- Registrar, Sealdah	I	41	71 to 80	1842 for the year 1968
7.	Pronab Kumar Gooptu	Sub- Registrar, Sealdah	I	45	1 to 10	1846 for the year 1968
8.	Alok Kumar Gooptu	Sub- Registrar, Sealdah	I	34	248 to 257	1841 for the year 1968
9.	Jayanta Kumar Gooptu	Sub- Registrar, Sealdah	I	34	258 to 267	1844 for the year 1968

- xx) by and under a Deed of Indemnity dated 27th September, 1968, registered with the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 177, Pages 253 to 258, Being No. 5424 for the year 1968, each of the members of the Gooptu Family covenanted to keep the said Purabi Guha and her successors and assigns as also the undivided shares and/or interest in the Balance Remaining Property sold and transferred by each of the said members of the Gooptu Family in favour of the said Purabi Guha by and under the deeds of conveyance recited hereinabove, indemnified from and against all claims and demands made by any person in respect of portion of the Balance Remaining Property comprised in/appertaining to Holding Nos. 7 and 8, Sub-Division 17, Division III, Panchannagram, and also from and against all actions, proceedings and demands whatever by any person claiming through or under any of the said members of the Gooptu Family and from all actions demands and proceedings in respect of the said undivided shares in the Balance Remaining Property and from all costs and expenses whatsoever in connection with any of the matters aforesaid;
- xxi) by another Deed of Indemnity dated 27th September, 1968, registered with the Sub-Registrar Sealdah, in Book No. I, Volume No. 43, Pages 161 to 164, Being No. 2047 for the year 1968, the said Dilip Kumar Gooptu, Ajoy Kumar Gooptu and Ajit Kumar Gooptu jointly and severally covenanted to keep the said Purabi Guha and her successors and assigns as also the undivided shares and/or interest in the Balance Remaining Property sold and

transferred by each of the said Dilip Kumar Gooptu, Ajoy Kumar Gooptu and Ajit Kumar Gooptu in favour of the said Purabi Guha by and under the deeds of conveyance recited hereinabove, indemnified from and against all claims of the government against the said Dilip Kumar Gooptu, Ajoy Kumar Gooptu and Ajit Kumar Gooptu by way of income tax and/or other taxes including estate duty if any payable by the said parties and also from all actions and proceedings in connection with any of the matters aforesaid;

- xxii) by another Deed of Indemnity dated 27th September, 1968, registered with the Sub-Registrar Sealdah, in Book No. I, Volume No. 42, Pages 91 to 94, Being No. 1847 for the year 1968, the said Arun Kumar Gooptu, Tarun Kumar Gooptu, Amal Kumar Gooptu, Pronab Kumar Gooptu, Alok Kumar Gooptu and Jayanta Kumar Gooptu jointly and severally covenanted to keep the said Purabi Guha and her successors and assigns as also the undivided shares and/or interest in the Balance Remaining Property sold and transferred by each of the Arun Kumar Gooptu, Tarun Kumar Gooptu, Amal Kumar Gooptu, Pronab Kumar Gooptu, Alok Kumar Gooptu and Jayanta Kumar Gooptu in favour of the said Purabi Guha by and under the deeds of conveyance recited hereinabove, indemnified from and against all claims of the government for the unpaid amount of the estate duty payable in respect of the estate of their father, the said Rama Prasad Gooptu, and all unpaid claims, if any, of the legatees under the said last will and testament of the said Rama Prasad Gooptu as also all claims of the government against the said Arun Kumar Gooptu, Tarun Kumar Gooptu, Amal Kumar Gooptu, Pronab Kumar Gooptu, Alok Kumar Gooptu and Jayanta Kumar Gooptu by way of income tax and other taxes payable by each of the said parties and also from all actions and proceedings in connection with any of the matters aforesaid and from costs and expenses whatsoever in connection therewith;
- xxiii) while each of the abovementioned release deeds, deeds of conveyances and deeds of indemnity record the factum of each of the members of the Gooptu Family being jointly and/or collectively the absolute owners of the entirety of the Balance Remaining Property, each of the said release deeds, deeds of conveyances and deeds of indemnity inadvertently and as a typographical error record the area of the Balance Remaining Property as admeasuring 4 (four) bighas 6 (six) cottahs and/or 4 (four) cottahs, as the case may be, in place and stead of the correct measurement thereof, being 5 (five) bighas 2 (two) cottahs 9 (nine) chittacks and 19 (nineteen) sq.ft. more or less;
- xiv) the Balance Remaining Portion admeasuring 5 (five) bighas 2 (two) cottahs 9 (nine) chittacks and 19 (nineteen) sq.ft. more or less together with the structures standing thereon was renumbered as Premises No. 12B, Beliaghata Road, Kolkata 700 015, being the Said Premises herein, and more fully and particularly described in the **First Schedule** hereinabove written;
- xv) by an Indenture of Conveyance dated 14th January, 2008, registered with the Additional Registrar of Assurances - I, Kolkata, in Book No. I, Volume No. 21, Pages 4045 to 4070, Being No. 08659 for the year 2014, the said Purabi Guha, therein described as the Vendor, with the consent and concurrence of Prabir Guha and Subir Guha, both sons of Late Harilal Guha and Ujjaini Guha, wife of Late Ranabir Guha, therein collectively described as the Confirming Parties, in lieu of valuable consideration, sold, transferred and conveyed in favour of the Vendor herein, then known as Akshay Vinimay Private Limited, the entirety of the Said Premises subject to the occupants then occupying certain identified parts and portions of the Said Premises;

- xvi) thereafter, the Vendor, then known as Akshay Vinimay Private Limited, mutated its name as full and absolute owner of the Said Premises in the records of the Kolkata Municipal Corporation vide Assessee No. 11-057-01-0005-1;
- xvii) on 31st March, 2016, Akshay Vinimay Private Limited stood converted into a limited liability partnership under the provisions of the Limited Liability Partnership Act, 2008, and Akshay Vinimay Private Limited thus came to be known as Akshay Vinimay LLP, whereupon the necessary certificate of registration on conversion was duly issued by the Registrar of Companies, West Bengal;
- xviii) upon the conversion as stated hereinabove, in terms of and/or in pursuance of the provisions of the Limited Liability Partnership Act, 2008, all the tangible (moveable and immovable) and intangible property vested in and/or belonging to Akshay Vinimay Private Limited together with all the assets, interests, rights, privileges, liabilities and obligations relating to Akshay Vinimay Private Limited and the whole of the undertaking of Akshay Vinimay Private Limited which included the Said Premises, stood transferred and vested in Akshay Vinimay LLP, the Vendor herein, and accordingly, the name of Akshay Vinimay LLP was duly mutated in the records of the Kolkata Municipal Corporation as the full and absolute owner of the Said Premises under the abovementioned Assessee No. 11-057-01-0005-1;
- xix) the Vendor has since caused each of the occupants who were as on 14th January, 2008 occupying certain identified parts and portions of the Said Premises, to be evicted, rendering the entirety of the Said Premises free from such encumbrances.
- B. The Vendor being desirous of commercially exploiting the Said Premises, earmarked the same for a residential development comprising *inter alia* of a building consisting of various self-contained residential apartments (individually, “**Apartment**”, and collectively “**Apartments**”) and constructed spaces (“**Building**”) and several spaces identified, demarcated and reserved by the Vendor for parking of car(s) together with various utilities and/or amenities thereat as determined by the Vendor, to be known as “**The Crown**” (collectively, “**the Project**”), and in pursuance thereof applied to The Kolkata Municipal Corporation, whereupon a plan, bearing building permit No. 2018070231, dated 10th January, 2019, was sanctioned.
- C. The Vendor duly registered the Project under the provisions of The West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at [] on [] under registration No. [].
- D. Pursuant to the application bearing the number and date as stated in **Part-I** of the **Second Schedule** hereunder written made by the Purchaser to the Vendor for allotment of an Apartment in/at the Project on the terms and conditions recorded in the said application (“**Application**”), the Vendor, vide a provisional allotment letter bearing the number and date as stated in **Part-II** of the **Second Schedule** hereunder written (“**Allotment Letter**”), agreed to provisionally allot in favour of the Purchaser the Apartment more specifically described in **Part-I** of the **Third Schedule** hereunder written (“**Said Apartment**”) together with the permission to use the car parking space(s), if any, as earmarked, identified and designated by the Vendor at the Building and/or the Said Premises, which do not form a part of the Common Areas And Facilities, as described in **Part-II** of the **Third Schedule** hereunder written (“**Car Parking Space**”), for the parking of private medium

sized car(s) owned by the Purchaser within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Purchaser making payment of the consideration amount as well as all other dues, deposits, costs and expenses, and the Purchaser unconditionally accepted each of such terms, conditions, stipulations etc.

- E. Subsequently, by a registered agreement executed between the Vendor and the Purchaser herein, bearing the date and registration details as stated in **Part-III** of the **Second Schedule** hereunder written (“**Agreement**”), in consideration of the various amounts stipulated therein and/or as determined by the Vendor from time to time, each agreed to be paid and/or deposited by the Purchaser to/with the Vendor, and in further consideration of the Purchaser agreeing and undertaking to perform, observe and comply with each of the terms, conditions, covenants and obligations stipulated by the Vendor including but not limited to those stated in the Agreement, each to the satisfaction of the Vendor, the Vendor, at the request of Purchaser provisionally agreed to:

(i) sell and/or transfer in favour of the Purchaser All That the Said Apartment, as described in **Part-I** of the **Third Schedule** hereunder written; and

(ii) permit the Purchaser to park private medium sized car(s) owned by the Purchaser within the space(s) comprising the Car Parking Space, if any, as described in **Part-II** of the **Third Schedule** hereunder written; and

(iii) transfer in favour of the Association an undivided variable impartible indivisible proportionate share in the Common Areas And Facilities (*as defined hereinafter*) attributable to the Said Apartment as determined by the Vendor, subject to the exceptions and reservations in favour of the Vendor (“**Undivided Share**”), as described in **Part-III** of the **Third Schedule** hereunder written,

each subject to and on the terms recorded in the Agreement.

- F. In compliance with its statutory obligation, the Vendor duly registered an association under the provisions of the West Bengal Apartment Ownership Act, 1972 and the rules framed thereunder and/or governing the same (each as updated or revised or amended or substituted from time to time), being the Association herein, *inter alia* for the Common Purposes (*as defined hereinafter*) and to assume and perform such other roles and assume such obligations as determined by the Vendor.
- G. The Vendor proceeded with and completed the development of the Project in terms of the abovementioned sanctioned plan, as modified/revised from time to time.
- H. The Kolkata Municipal Corporation has issued an occupancy certificate dated [•], and the Purchaser has received from the Vendor, the vacant and peaceful physical possession of the Said Apartment to his/her/their/its complete satisfaction.
- I. At or before the execution of these presents, the Purchaser confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction, an independent due diligence and title verification in respect of *inter alia* the Said Premises as also the compliance and/or non-compliance, if any, by the Vendor of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Premises including of the area thereof/comprised

therein, and further after inspecting, examining and perusing all the title deeds pertaining *inter alia* to the devolution of title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related *inter alia* to the Said Premises including but not limited to amongst others, several plans including the layout plan, each together with the variations, additions, deletions, modifications, revisions, alterations etc. thereto from time to time, the specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under The West Bengal Housing Industry Regulation Act, 2017 Act, as updated or revised or amended or substituted from time to time (“**Act**”) and The West Bengal Housing Industry Regulation Rules, 2018, as updated or revised or amended or substituted from time to time (“**Rules**”), each of which have from time to time been provided by the Vendor to the Purchaser, and the Purchaser confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Purchaser, and the Purchaser having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid, and *inter alia*:-

- i) the right, title and interest of the Vendor to/over/in respect of the Said Premises and to develop and deal with the Said Premises and the Project constructed/developed thereon;
- ii) the devolution of title of the Said Premises in favour of the Vendor;
- iii) the nature, state, condition and measurement of the Said Premises and the Project, as applicable, and the manner in which the same is/are to be used;
- iv) the location and lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space, if any (collectively, the “**Said Apartment And Properties Appurtenant Thereto**”);
- v) the construction, workmanship and completion of the Said Apartment, the Car Parking Space (if any), and the Common Areas And Facilities, the materials used, the specifications, the extent of fit outs therein, if any, as also the measurements, dimensions, designs, drawings and boundaries thereof;
- vi) the areas, facilities and infrastructure of/at the Said Premises and/or the Building as specifically made available by the Vendor for *inter alia* the use and enjoyment in common, by the Purchaser, the owners of all the other Apartments at the Project (collectively, “**Apartment Owners**”) as also the permitted occupiers/users of all the Apartments at the Project (collectively, “**Apartment Occupiers**”) to access and/or facilitate the use and enjoyment of their concerned Apartment(s) thereat (all subject to compliance with the terms hereof), as specifically determined and/or identified and/or earmarked and/or designated by the Vendor and comprising those described in the **Fourth Schedule** hereunder written (“**Common Areas And Facilities**”);
- vii) the laws/notifications and rules applicable to the area where the Said Premises is situate, in general, and the Project and similar projects, in particular;
- viii) each of the undernoted areas and the manner of calculation thereof:-
 - a) the area comprised in the balcony(ies)/verandah(s) which is/are meant exclusively for the use of the Purchaser, and which comprises an

integral and inseparable part/component of the Said Apartment (“**Balcony/Verandah**”); and

- b) the area comprised in the open terrace which is meant exclusively for the use of the Purchaser, and which comprises an integral and inseparable part/component of the Said Apartment (“**Open Terrace**”); and
- c) the carpet area comprising of the net usable area of the Said Apartment, excluding the area covered by the external walls, areas under the services’ shafts, the areas respectively comprised in the Balcony/Verandah and the Open Terrace, but including the area covered by the internal partition walls of the Said Apartment (“**Carpet Area**”); and
- d) the built-up area comprising of the aggregate of: (i) the Carpet Area of the Said Apartment, (ii) the area of the Balcony/Verandah,(iii) 50% (fifty percent) of the area of the Open Terrace and (iv) the niches, elevation, treatment and external walls of the Said Apartment, all as computed by the Architect (*as defined hereinafter*) (“**Built-Up Area**”);
- ix) the reservation/retention of the rights and areas/portions including the Retained Areas (*as defined hereinafter*) to, unto and in favour of the Vendor;
- x) the permission (if any granted herein to the Purchaser) to park private medium sized car(s) belonging to the Purchaser within the space comprising the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Purchaser of each of the stipulated terms, to the satisfaction of the Vendor;
- xi) the nature and the extent of the rights and benefits granted and/or extended to the Purchaser, as also of the several obligations to be performed and fulfilled by the Purchaser, each to the satisfaction of the Vendor;
- xii) the terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations attached to and forming an integral and inseparable part of:
 - (a) the transfer and conveyance of the Said Apartment and the Undivided Share; and
 - (b) the permission (if any granted herein to the Purchaser) to use the Car Parking Space, if any,

and the manner and method of use and enjoyment of each of the above, as well as the covenants running with the land and the Said Apartment And Properties Appurtenant Thereto; and

- xiii) the respective state and condition of the Said Apartment and the Car Parking Space, if any, and the Common Areas And Facilities,

and the Purchaser hereby and hereunder further undertake(s) and covenant(s) not to make or raise any objection to the aforesaid or to make or raise or set up any claim to the contrary.

J. The Purchaser further agree(s) and confirm(s) that:-

- i) references to any law shall include any statutes and/or rules and/or regulations made and/or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;
- ii) reference to any agreement, contract, deed or document shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated;
- iii) references to Recitals, Clauses and Schedules are references to the recitals, clauses and schedules of/to this Indenture. The Recitals and the Schedules form an integral part of this Indenture and/or a part of the operative provisions of this Indenture, and references to this Indenture shall include references to the Recitals and the Schedules;
- iv) the obligation and/or covenant of the Purchaser to do something shall include an obligation and/or covenant to ensure that the same shall be done, and the obligation and/or covenant on the part of the Purchaser not to do something shall include an obligation and/or covenant not to permit, suffer or allow the same to be done;
- v) words denoting the masculine gender shall include the feminine and neutral genders as well;
- vi) words denoting the singular number shall include the plural and vice versa;
- vii) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;
- viii) the term “or” shall not be exclusive, and the terms “herein”, “hereof”, “hereto” and “hereunder” and other terms of similar import shall refer to this Indenture as a whole and not merely to the specific provision where such terms may appear;
- ix) the words “include”, “including” and “amongst others” are to be construed without limitation, and shall be deemed to be followed by “without limitation” or “but not limited to”, whether or not they are followed by such phrases or words of like import;
- x) reference to days, months and years are to Gregorian calendar days, months and years respectively;
- xi) in the determination of any period of days for the occurrence of an event or the performance of any act or deed or thing, the day on which the event happens or the act or deed or thing is done shall be deemed to be excluded, and if the last day of the period is not a working day, then the period shall include the next following working day;
- xii) the words “directly or indirectly” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct” or “indirect” shall have the correlative meanings; and
- xiii) wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser in common with the Apartment Owners,

then the portion of the whole amount payable by the Purchaser shall be the proportion which the Carpet Area of the Said Apartment bears to the total Carpet Area of all the other Apartments in/at the Project.

- K. Relying on the representations of the Purchaser including those recorded in this Indenture, and believing the same to be true and correct and acting solely on the faith and basis thereof, the Vendor is executing this Indenture in favour of the Purchaser and the Association, in the manner and subject to and on the terms and conditions recorded herein.

Now This Indenture Witnesseth as follows:

- I. In pursuance of the aforesaid and in consideration of payment by the Purchaser to the Vendor of the sum recorded in the memorandum of consideration hereto appended (the receipt whereof the Vendor doth hereby as also by the memo hereunder written, admits and acknowledges) and further in consideration of the Purchaser agreeing and undertaking to observe, perform and comply with and/or ensure observance, performance and compliance with the several terms, conditions, covenants, stipulations, undertakings, restrictions and obligations recorded in this Indenture including but not limited to those stipulated in the **Seventh Schedule** hereunder written, the Vendor doth hereby and hereunder:
- i) grants, sells, transfers, conveys, assigns and assures to, unto and in favour of the Purchaser All That the Said Apartment (described in **Part-I** of the **Third Schedule** hereunder written) **Together With** the estate, right, title, interest, property, claim and demand whatsoever of the Vendor into or upon the Said Apartment hereby sold, granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or portion thereof, to and unto the Purchaser free from all encumbrances, trusts, liens, lispensens, attachments thereto **To Have And To Hold** the Said Apartment and every part and/or portion thereof **Subject To** the several terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations stipulated in this Indenture; and
 - ii) grants to, unto and in favour of the Purchaser All That the permission to use the Car Parking Space, if any described in **Part-II** of the **Third Schedule** hereunder written, for the parking of private medium sized car(s) owned by the Purchaser within such space(s) **Subject To** the several terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations stipulated in this Indenture; and
 - a) grants, sells, transfers, conveys, assigns and assures to, unto and in favour of the Association All That the Undivided Share (described in **Part-III** of the **Third Schedule** hereunder written) **Together With** the estate, right, title, interest, property, claim and demand whatsoever of the Vendor into or upon the Undivided Share hereby sold, granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part and/or portion thereof, to and unto the Association free from all encumbrances, trusts, liens, lispensens, attachments thereto **Subject To** the several terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations stipulated in this Indenture along with the manner of use etc. thereof as stipulated herein **And Further Subject To** the right in common of *inter alia* the Purchaser, the Apartment Owners, the Apartment Occupiers, the Vendor, the maintenance staff, the owners and permitted occupiers/users of each of the Retained Areas and

the Appurtenant Property (*as defined hereinafter*) each as identified by the Vendor (“**Other Owners & Occupiers**”), etc. to *inter alia* use, access and enjoy the Common Areas And Facilities, as the case may be and/or as may be applicable, **And Further Subject To** the right, title and interest granted over/to/in respect thereof to the owners and/or permitted users/occupants of the Retained Areas, each as identified and/or determined by the Vendor, subject to and only upon payment by each of the aforesaid concerned persons/entities, as the case may be, of the common expenses and other costs and charges as may be determined by the Vendor and/or the Association, as the case may be, including but not limited to all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Purchaser and the Apartment Owners for rendition of the Common Purposes, all the Outgoings payable in respect of the Said Premises, the Building and the Common Areas And Facilities, the recurring costs, charges, fees, expenses etc. to be incurred/payable/incurred for the smooth operation, running, management, maintenance, upkeep and administration of the Common Areas And Facilities and the common and/or other expenses stated in the **Fifth Schedule** hereunder written, each together with the applicable Taxes (*as defined hereinafter*) thereon if any (“**Common Expenses**”),

each of the aforesaid,

Subject To the observance, performance and compliance by the Purchaser of each of the terms, conditions, covenants, stipulations, undertakings, restrictions and obligations as hereby and hereunder agreed and undertaken by the Purchaser to be observed and performed including but not limited to those stated in the **Seventh Schedule** hereunder written.

II. The Vendor doth hereby covenants with the Purchaser and the Association as follows:

- i) the interest professed to be transferred, conveyed and granted hereunder subsists and the Vendor has not at any time done, executed or performed any act, deed or thing save those stipulated herein;
- ii) subject to the observance, performance and compliance by the Purchaser and the Association of each of the terms, conditions, stipulations, undertakings, restrictions, obligations etc. stipulated herein, each being covenants running with the land and the Said Apartment And Properties Appurtenant Thereto, and upon the Purchaser contributing and paying in perpetuity *inter alia* the charges and expenses herein reserved and also subject to the Purchaser paying and discharging all the rates, taxes and impositions in respect of the Said Apartment And Properties Appurtenant Thereto, it shall be lawful for the Purchaser and the Association from time to time and at all times hereafter to peaceably and quietly hold, possess, use and enjoy the specific rights, title and interest granted in their respective favour under these presents, in the manner stated herein and to respectively receive the rents, issues and profits therefrom and every part thereof without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from, of or by the Vendor or any person claiming through, under or in trust for the Vendor;
- iii) in the event the Purchaser alleges any defect in the construction of the Said Apartment or any defect in the specifications in terms whereof the Said Apartment has been constructed by the Vendor (“**Apartment**”

Specifications”), and the Purchaser brings the same to the notice of the Vendor in writing within the time prescribed in the Act and/or the Rules, the Vendor shall, within the time prescribed in the Act and/or the Rules, at its own cost, undertake necessary remedial steps for the rectification and/or replacement of the same as advised by the architect appointed by the Vendor for the Project (“**Architect**”) provided that the liability of the Vendor to undertake any such remedial steps shall arise only in cases where such alleged defect:

- a) is established as having been caused due to the fault of the Vendor; and/or
- b) has not been caused and/or occasioned, directly and/or indirectly, by/due to the commission or omission of any act, deed or thing caused/occasioned by and/or attributable to the Purchaser and/or any of the contractors, men, servants, personnel, agents, employees, contractors etc. of the Purchaser; and/or
- c) has not been caused and/or occasioned, directly and/or indirectly, by/due to the delay on the part of the Purchaser in taking timely hand over of the Said Apartment in the manner stipulated in and subject to the terms of the Agreement; and/or
- d) is not on account of/due to normal wear and tear, accident, misuse etc.; and/or
- e) is not any manufacturing or other defect in any branded inputs or fixtures or services of a third party; and/or
- f) does not pertain to:
 - fi) equipments (including but not limited to generators, motors, sewage treatment plants, transformers and gym equipment) which carry manufacturer’s guarantees for a limited period; and/or
 - fii) fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; and/or
 - fiii) allowable structural and other deformations including expansion quotient,

and further provided that no steps have been/are taken by the Purchaser of his/her/their/its own volition in an endeavour to rectify any such purported defect, it being clarified that the Vendor’s aforesaid defect liability obligations shall also be subject to the Vendor/Association/Facility Management Entity (*as defined hereinafter*) continuing with all the annual or other maintenance contracts for the equipments, materials etc. installed/used within the Project and/or the Said Apartment, with the Purchaser acknowledging and accepting that non-structural cracks may appear in the external and internal walls of structures on account of variations in temperature or due to occurrence of force majeure event(s), which shall not be covered under the defect liability obligations of the Vendor. In the event there is any dispute in relation to any alleged defect or deficiency as stated aforesaid including determining if the same tantamounts to an alleged defect in the construction of the Said Apartment and/or in the Apartment Specifications, the said dispute shall, notwithstanding anything

to the contrary contained in this Indenture, be referred to the Architect, whose decision in respect thereof shall be final and binding on the parties. Subject to the above, in the event the Vendor fails to rectify such defects and/or in cases where such defects cannot be rectified, then and in such an event, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided in the Act read with the Rules.

III. **The Purchaser doth hereby agree(s), admit(s), acknowledge(s), undertake(s) and covenant(s) as follows:-**

- i) irrespective of the number of persons owning an Apartment and/or irrespective of the same person owning more than 1 (one) Apartment, each Apartment in/at the Project shall represent 1 (one) share, thus entitling the concerned Apartment Owner to become a member of the Association, and in the event an Apartment is owned by more than 1 (one) person, and/or the Purchaser be a minor, as the case may be, then the person whose name first appears in the nomenclature of this Indenture as the Purchaser and/or the parent/natural guardian of such minor shall only be entitled to become a member of the Association, on the clear and unequivocal understanding and agreement that a tenant, licensee, lessee etc. of the Purchaser shall not be entitled to become a member of the Association;
- ii) simultaneously with the hand over to the Association of the Common Areas And Facilities as also the rights, obligations, responsibilities liabilities etc. pertaining to the common purposes including amongst others those described in the **Sixth Schedule** hereunder written ("**Common Purposes**"), it shall be incumbent upon the Purchaser, along with the Apartment Owners, to take over the affairs of the Association, and through the Association to take over such of the rights and obligations of the Vendor including those pertaining to the Common Purposes as the Vendor deems fit and proper, whereupon only the Association shall be entitled thereto and obliged therefor including but not limited to the compliance, subsistence and renewal of all licenses, annual and/or other maintenance contracts, other contracts, insurances, guarantees, warranties, obligations etc. to various authorities including under various statutes and/or to various third parties, as may from time to time have been procured/obtained/entered into by the Vendor, and the Association shall become liable and responsible for the proper safety and maintenance, management, upkeep and administration of the Project and all the fixtures, equipments, machineries etc. provided by the Vendor including the Common Areas And Facilities, and the Vendor shall on the date so designated by the Vendor stand discharged and/or absolved of any liability, responsibility etc. in respect thereof, and each of the Association, the Purchaser and the Apartment Owners shall keep each of the Vendor and the respective designated partners, partners, stakeholders, officers, employees, personnel, members, representatives, servants, agents etc. of each of the Vendor and its successors and assigns (collectively, "**Indemnified Parties**") safe, harmless and indemnified in respect thereof;
- iii) if within the time period specified by the Vendor in the notice issued by the Vendor in this regard, the Association fails and/or neglects to take over from the Vendor the hand over and/or transfer, as the case may be, of the Common Areas And Facilities and/or the abovementioned rights, obligations, responsibilities, liabilities etc., then on the expiry of the aforesaid period, the Vendor shall no longer be liable or responsible for the same, each of which liabilities, responsibilities, obligations etc. shall on

and from such date be deemed to stand vested in all the Apartment Owners including the Purchaser and/or the Association. Further, as and when the Vendor deems it fit and proper, the Vendor will also transfer in favour of/ to the Association, in such a manner as the Vendor may deem fit and proper, the residue, if any, then remaining of any of the applicable deposits, if any, made by the Purchaser and the Apartment Owners to/with the Vendor without any interest thereon (“**Deposits**”), after adjusting all amounts then remaining due and payable by the Purchaser and/or any Apartment Owner to the Vendor together with interest thereon calculated at the rate of interest prescribed from time to time under the Act read with the Rules (“**Interest**”), and the amounts so transferred shall be held by the Association to the account of the Apartment Owners and the Purchaser, respectively for the purposes therefor;

- iv) the Purchaser acknowledge(s) and accept(s) the right of the Vendor to adjust from the Deposits any receivables and/or dues of/payable to the Vendor towards the Project on any account whatsoever before the same is handed over to the Association. The Purchaser further hereby agree(s) and undertake(s) to bear all the taxes, cesses, assessments, duties, levies, impositions, charges etc. by whatever name called including but not limited to sales tax, service tax, works contract tax, value added tax, goods and services tax (GST) etc. irrespective of whether such taxes, cesses, levies, charges etc. are subsisting as on the date hereof or are imposed/levied/revised in the future, with retrospective effect or otherwise, including any increments thereof (“**Taxes**”) that may be levied/imposed/charged on the Vendor including but not limited to on account of making such adjustments and/or on account of the Vendor transferring/handing over the Deposits (to the extent stated hereinabove) to the Association;
- v) the Purchaser undertake(s) to make good and pay to the Vendor any shortfalls as determined by the Vendor, as also to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Vendor as due and payable by the Purchaser and/or to replenish any shortfalls caused on account of the Purchaser within 7 (seven) days of a demand made on the Purchaser in respect thereof without prejudice to the right of the Vendor to adjust/claim such shortfalls etc. from any Deposits held by the Vendor at the time of the handover stipulated hereinabove. Further, the Vendor shall not be liable in any manner whatsoever for any shortfall in any of the Deposits due to the above adjustments or otherwise after handover of the applicable Deposits by the Vendor to the Association, and each of the Purchaser, the Association and the Apartment Owners shall jointly and/or severally keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof;
- vi) the Purchaser shall be bound and obliged to and accordingly covenant(s) and undertake(s) to deposit with the Association as interest free deposits, sinking funds, corpus deposits etc. amongst others, further various/several non-refundable amounts as also refundable amounts (subject to adjustments), each together with the applicable Taxes thereon, as may be determined by the Association at its sole and absolute discretion including in respect of the frequency, quantum and heads of each of such deposit(s), *inter alia* for any of the Common Purposes, the installation, on-going maintenance and management, upkeep, repairs, replacements and improvements of *inter alia* the electrical infrastructure, water connections, generator, all facilities serving the Said Premises and the Building, the

Common Areas And Facilities, the Common Expenses, each within such time period as may be stipulated by the Association provided that such payment towards the deposits shall not absolve the Purchaser of his/her/their/its obligation to pay the applicable Common Expenses *inter alia* in terms of this Indenture and further provided that the Purchaser shall not be entitled to call upon/request the Association to adjust and/or appropriate any part or portion of any deposit(s) towards payment of the Common Expenses and/or any other outgoings payable by the Purchaser including but not limited to the Outgoings (*as defined hereinafter*);

- vii) the Vendor and/or the Association, as the case may be, shall be entitled to either hold or to invest the applicable Deposits and/or the other and/or the further deposits if any, in such a manner and/or in such securities as the Vendor and/or Association, as the case may be, think fit and proper;
- viii) at such time as the Vendor or the Association, as the case may be, deem it fit and proper, the Vendor or the Association, as the case may be, shall be entitled to assign/delegate their rights pertaining to the Common Purposes and/or any part thereof in favour of any third party and/or to nominate/appoint a professional facility management and maintenance entity for undertaking and/or rendering such of the Common Purposes as may be determined by the Vendor or the Association, as the case may be (**“Facility Management Entity”**) with the Vendor or the Association, as the case may be, having the right and authority to determine at their sole and absolute discretion *inter alia* the terms and conditions governing such appointment, and the Purchaser agree(s) and undertake(s) not to object to the same on any ground whatsoever. The Purchaser further confirm(s) that the Purchaser shall be liable to and undertake(s) to make payment of the proportionate amount of the fees payable to the Facility Management Entity, and further, so long as the Vendor or the Association, as the case may be, themselves render and/or conduct the redemption of the Common Purposes, the Purchaser confirm(s) that the Purchaser shall be liable to and undertake(s) to make payment to the Vendor or the Association, as the case may be, of a proportionate share of the fees/service charges levied by the Vendor or the Association, as the case may be, for the same. The Purchaser, if so directed by the Vendor or the Association, as the case may be, hereby agree(s) to execute an agreement with the Facility Management Entity and the Association;
- ix) the Vendor, and thereafter the Association and/or the Facility Management Entity, if so authorized by the Vendor or the Association, as the case may be, shall be entitled to exclusively determine and formulate and amend from time to time, the mode and manner of the redemption and/or conduct of the Common Purposes, as also to determine from time to time the rules and regulations therefor and the amendments thereto (**“Management & Maintenance Rules”**), and the Purchaser hereby give(s) his/her/their/its unfettered and irrevocable consent to the same, and agree(s) and undertake(s) that the same shall be binding on the Purchaser and shall be deemed to form a part of the covenants running with the land and the Said Apartment And Properties Appurtenant Thereto, and in any event, by way of negative covenant, the Purchaser agree(s) and undertake(s) not to do, execute or perform any act, deed or things which is or may be contrary to the Management & Maintenance Rules;
- x) the quantum of the Common Expenses as also the proportionate share thereof payable by the Purchaser shall be determined and apportioned by the Vendor and/or by the Association, as the case may be, and/or by the

Facility Management Entity, if so authorized by the Vendor or the Association, as the case may be, and the same shall be final, conclusive and binding on the Purchaser, and the Purchaser consent(s) to the same and shall not object to the same on any ground whatsoever or howsoever, and in no event shall the Purchaser claim or demand and/or be entitled to claim or demand any abatement or reduction or deduction in the same. Further, the statement of account of apportionment of the Common Expenses, charges etc. as prepared by the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, shall be conclusive, final and binding on the Purchaser, and any clarifications sought for by the Purchaser in respect thereof shall not entitle the Purchaser to delay/withhold making payment of the same, and the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, will entertain any such request from the Purchaser only subject to the Purchaser first paying and clearing each of the amounts as ascertained by the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, as being due and payable by the Purchaser;

- xi) the Purchaser admit(s) and acknowledge(s) that the upkeep, administration, maintenance, management etc. of the Common Areas And Facilities and the several facilities, infrastructure, utilities etc. at the Said Premises and/or the Building including the repairs, replacements, improvements etc. thereof and the redention of the Common Purposes being for the benefit of *inter alia* the Purchaser and all the Apartment Owners, the Apartment Occupiers and the Other Owners & Occupiers, any delay/default by the Purchaser in making payment of any of the amounts in lieu thereof and/or for the same including the Common Expenses and all other amounts stipulated in this Indenture, would adversely effect the Common Purposes etc. and/or the interest of the Purchaser, the Apartment Owners, the Apartment Occupiers and the Other Owners & Occupiers, and thus, the Purchaser confirm(s) and undertake(s) to make timely payment of the same. In the event of any default/delay by the Purchaser in making timely payment of any of the aforesaid amounts, then without prejudice to the other rights of the Vendor and/or the Association, as the case may be, and further without prejudice to the obligation of the Purchaser to pay Interest on each of the defaulted/delayed amounts, if such delay/default shall continue for a period of 60 (sixty) days, then the Purchaser authorize(s) each of the Vendor and the Association, as the case may be, to adjust such outstanding amounts from the applicable deposits if any, held by the Vendor or the Association, as the case may be, and further the Purchaser shall not be entitled to use/avail of any of the facilities and/or utilities attached to and/or serving the Said Apartment and Properties Appurtenant Thereto including but not limited to the Common Areas And Facilities, and the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, shall be entitled to and/or shall have the right to and the Purchaser hereby consent(s) to and irrevocably authorize(s) and empower(s) each of the Vendor, the Association and the Facility Management Entity (acting jointly and/or severally), to withhold/disconnect/suspend/withdraw all the utilities and facilities available to the Purchaser including those forming a part of the Common Areas And Facilities and/or those serving/attached to the Said Apartment And Properties Appurtenant Thereto including but not limited to water, electricity, use of lift, generator etc., till such time all the amounts due and payable by the Purchaser together with the Interest thereon are received by the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, to their respective satisfaction, it being clarified that the Purchaser shall continue to be liable to pay each of the aforesaid

amounts together with the Interest thereon for the period of such disconnection/suspension/withdrawal as also the reconnection charges therefor together with such compensation as may be determined by the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, and the Purchaser hereby and hereunder give(s) his/her/their/its unfettered and irrevocable consent to the same. In addition, the Said Apartment And Properties Appurtenant Thereto together with the rents, issues, profits etc. accruing therefrom shall be deemed to stand charged in favour of the Vendor and/or the Association, as the case may be, for all such amounts falling due together with the Interest thereon, and thus until receipt of all such amounts to the satisfaction of the Vendor and/or the Association, as the case may be, the Vendor and/or the Association, as the case may be, shall have the right to receive all the rents, issues, profits, etc. accruing from the Said Flat And Properties Appurtenant Thereto, and in furtherance of the same, the Purchaser hereby and hereunder irrevocably authorize(s) and empower(s) each of the Vendor and the Association (acting jointly and/or severally) to so demand and recover the same from the Purchaser and/or the Permitted Transferee (*as defined hereinafter*), as the case may be, without the intervention of and/or the requirement of applying for and obtaining any order from court(s) of competent jurisdiction, and to appropriate the proceeds therefrom towards adjustment of all the dues, and in pursuance of the same, the Purchaser unconditionally consent(s) to the Vendor and/or the Association, as the case may be, taking such steps in this regard as the Vendor and/or the Association, as the case may be, may deem fit and proper. Further, before restoration of the services/utilities, the Purchaser shall be liable to and undertake(s) to deposit with the Vendor and/or the Association, as the case may be, such additional interest free security deposit(s) as the Vendor and/or the Association may determine at their respective sole and absolute discretion, and the Purchaser hereby consent(s) to the same;

- xii) any payment made by the Purchaser (notwithstanding any specific instruction regarding the same having been given/issued by the Purchaser) shall, at the first instance, be applied by the Vendor/Association/Facility Management Entity, as the case may be, towards payment of the Interest ascertained by the Vendor/Association/Facility Management Entity, as the case may be, as due and payable by the Purchaser, and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Purchaser as ascertained by the Vendor/Association/Facility Management Entity, as the case may be, and the Purchaser authorize(s)) and empower(s) the Vendor/Association/Facility Management Entity, as the case may be, to so adjust and/or appropriate all payments made by the Purchaser, and the Purchaser undertake(s) not to object to the same and/or to demand/direct the Vendor/Association/Facility Management Entity, as the case may be, to adjust the payments in any manner;
- xiii) the Purchaser shall not and undertake(s) and covenant(s) not to under any circumstance, raise any claim of and/or claim ownership (exclusive or otherwise) of/to/over any component or constituent of the Common Areas And Facilities and/or any absolute or exclusive right or title or interest therein/thereon/thereto/thereof, on the clear and unequivocal understanding that subject to strict compliance of the terms stipulated in this Indenture, the Purchaser will only have user rights in respect of the same and only to the extent required for the beneficial use and enjoyment of the Said Apartment And Properties Appurtenant Thereto, all in common

with the Vendor, the Association, the maintenance staff, the Apartment Owners, the Apartment Occupiers, the Other Owners & Occupiers etc., in the manner stipulated by the Vendor, subject to compliance of the terms and conditions governing such use and enjoyment, as also subject to the permanent right of easement, access and use of the same to/by the Vendor and its men, servants, agents etc., and the Purchaser has unconditionally accepted the same;

- xiv) the Common Areas And Facilities as also the Undivided Share shall always and at all times remain undivided and impartible, and neither the Purchaser nor any of the Apartment Owners nor the Association nor any other person shall at any time make or claim or bring or be entitled to make or claim or bring any action or claim for partition or division of the same or any part thereof;
- xv) not to permit any part or portion of the Undivided Share to be dealt with, sold, transferred, conveyed, assigned etc. in any manner whatsoever or howsoever, acknowledging and accepting the fact that the same forms an inseparable and indivisible part and parcel of the Said Apartment;
- xvi) the limited right of the Purchaser shall remain restricted only to the Said Apartment coupled with the permission (if any granted herein to the Purchaser) to park private medium sized car(s) belonging to the Purchaser within the space comprising the Car Parking Space if any together with the limited right to use the Common Areas And Facilities in common with the Apartment Owners, the Apartment Occupiers, the Other Owners & Occupiers and other persons as stipulated elsewhere in this Indenture, and similarly the limited right of the Association shall remain restricted only to the Common Areas And Facilities, each subject to the terms hereof and in the manner stipulated herein, and thus neither the Purchaser nor the Association shall have or claim any manner or nature of right and/or title and/or interest to/over/in respect of any of the other parts and portions of the Said Premises and the Project, any of the open and/or covered and/or stacked areas/spaces at/of the Said Premises and/or the Building, and any of the other Apartments, constructed spaces and such other areas which the Vendor retains under its exclusive ownership and/or control and/or use or possession, as the case may be, (collectively, “**Retained Areas**”) save those in respect whereof the Vendor has specifically granted hereunder a right in favour of the Purchaser, and, without any coercion/force and of his/her/their/its own volition, the Purchaser hereby and hereunder unconditionally and irrevocably and perpetually release(s), relinquish(es), surrender(s), disclaim(s) in favour of the Vendor all rights, title, interest, right of user and/or of common use or any other right of any nature whatsoever or howsoever if any over and/or in respect of the Retained Areas, and the Purchaser covenant(s) and undertake(s) not to at any time claim, set up, make, raise etc. any manner or nature of claim, demand or action contrary to the aforesaid.

IV. The Purchaser further declare(s), confirm(s) and acknowledge(s) each of the following:

- i) the Vendor shall have the absolute and unfettered right and authority in perpetuity to deal with and/or dispose of and/or to use etc. and/or permit the user etc. of any part or portion of the Retained Areas (save those in respect whereof the Vendor has already granted a right in favour of a third party and/or the Purchaser) and/or any part or portion of the Appurtenant Property for any purpose whatsoever or howsoever, each in such a manner

and in favour of such person(s), parties, entities etc. as the Vendor may deem fit and proper at its sole and absolute discretion, in lieu of consideration to be exclusively determined, collected and appropriated only by the Vendor (which shall absolutely belong to the Vendor), and on such terms and conditions as the Vendor may deem fit and proper, and the interest of the Purchaser and the Association herein shall be subject to such right of the Vendor, and neither the Purchaser nor the Association shall object to the same in any manner or on any ground whatsoever, and each of such areas shall be under the exclusive ownership, control, use and possession of the Vendor, and the Purchaser shall not claim any right of user or common use or any other right of any nature whatsoever or howsoever over/in respect of any part or portion of any of the aforesaid areas;

- ii) the Vendor and/or the associates/affiliates of the Vendor shall have the right in perpetuity to put up signages and/or hoardings and/or neon signs and/or advertisements at the Building including at/on the main gate, the roof, walls, lifts etc. of the Building as the Vendor may deem fit and proper, and *inter alia* for such purpose, the Vendor shall be entitled to access and use all the Common Areas And Facilities provided that the maintenance costs of such displays/signages etc. shall be borne and paid by the Vendor and/or by the associates/affiliates of the Vendor;
- iii) subject to compliance with applicable laws, the Vendor shall at any time be entitled to amalgamate/consolidate and/or connect the Building and/or the Project and/or the Said Premises with any land(s)/building(s)/structure(s)/development(s) adjacent to and/or adjoining the Building and/or the Project and/or the Said Premises (“**Appurtenant Property**”) and/or to use/apply any part or portion of the Building and/or the Project and/or the Said Premises to access/use any Appurtenant Property in such a manner as the Vendor may deem fit and proper at its sole and absolute discretion, it being clarified that in such an event, the Vendor shall be entitled to and the Purchaser hereby consent(s) to the Vendor joining the then existing facilities and/or amenities of/at the Building and/or the Project and/or the Said Premises including all the Common Areas and Facilities to/with such Adjoining Property and/or granting in favour of the Other Owners & Occupiers, each as identified by the Vendor, the right to access, use and enjoy same, and further the Purchaser agree(s) that neither the Purchaser nor the Association shall be entitled to nor shall make or raise or set up any claim, objection etc. to the aforesaid on any ground whatsoever, nor shall do, execute or perform any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the consolidation/amalgamation/connection etc. of the Building and/or the Project and/or the Said Premises with any Appurtenant Property and the works related thereto, and furthermore neither the Purchaser nor the Association shall have nor shall claim any manner of right or title or interest in any part or portion of such Appurtenant Property, and also shall not be entitled to question the same;
- iv) each of the terms, conditions, covenants, stipulations, undertakings, restrictions, reservations and obligations recorded herein as well as the covenants running with the land and the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the parties hereto, each of which have been accepted and voluntarily agreed to by the Purchaser (without any coercion

and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Vendor and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature and larger interest of the Project, which would, *inter alia*, protect the rights of and/or enure to the benefit of the Purchaser, and therefore are fair and reasonable;

- v) there has been no domination by the Vendor, and the Purchaser has voluntarily agreed to the terms and conditions herein recorded;
- vi) upon signing this Indenture, no conditions, stipulations, undertakings, representations, guarantees, warranties etc. have been made by and/or on behalf of the Vendor other than those if any specifically set forth herein, and thus all terms, conditions, representations, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, by the Vendor stand excluded, and the Vendor disclaims all liability in relation to them, including to the maximum extent permitted by any applicable law;
- vii) the Vendor has provided all the information and clarifications as required by and/or requested for from time to time, and being fully satisfied with the same, the Purchaser further acknowledge(s) and confirm(s) having carefully read the terms, conditions and stipulations contained/recorded in this Indenture, and understood the obligations and limitations of the Vendor as set forth herein, as also the obligations and liabilities of the Purchaser, each of which the Purchaser undertake(s) and covenant(s) to faithfully abide by, and the Purchaser has relied on his/her/their/its own judgment and investigation while deciding to execute this Indenture;
- viii) the Purchaser and the Association shall respectively comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. as may from time to time be framed and/or formulated and/or made applicable including but not limited to the Management & Maintenance Rules;
- ix) the Purchaser has no manner or nature of claim, demand, action, grievance etc. against the Vendor on any ground whatsoever or howsoever;
- x) the name of the Project/Building shall be and shall always be “**The Crown**”, and the Purchaser and/or the Association and/or the Apartment Owners shall not and/or shall not be entitled to change the name and/or call upon the Vendor to change the same under any circumstances;
- xi) the amount stated in the memorandum of consideration appended to this Indenture records only the consideration amount paid by the Purchaser, and with the consent and consent and concurrence of the Purchaser does not record the applicable Taxes thereon paid by the Purchaser;
- xii) none of the Indemnified Parties shall be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand, damage etc. suffered by the Purchaser and/or the Association including but not limited to due to loss of documents, delay in postal services and/or any other eventualities beyond the control of the Indemnified Parties, and the Purchaser agree(s) and undertake(s) to keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof.

and the Purchaser hereby and hereunder undertake(s) and covenant(s) not to and further ensure that the Association does not make or raise any objection or claim or requisition *inter alia* in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever, and the Purchaser further undertake(s) and covenant(s) to ensure compliance, observance and adherence by the Association of each of the terms, conditions, stipulation, obligations etc. recorded anywhere in this Indenture.

V. The Purchaser hereby represent(s) and warrant(s) to the Vendor as follows:

- i) the execution and delivery of this Indenture and the performance by the Purchaser of his/her/their/its obligations hereunder, does not and shall not: (i) conflict with or result in a breach of the terms of any other contract or commitment to which the Purchaser is/are a party or by which the Purchaser is/are bound; and/or (ii) violate the memorandum of association, articles of association or bye-laws, or any other equivalent organizational/constitutional document of the Purchaser (if applicable); and/or (iii) conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which the Purchaser is/are a party or by which the Purchaser is/are bound; and/or (iv) require the consent or approval of any other party to any contract, instrument or commitment to which the Purchaser is/ are a party or by which the Purchaser is/are bound;
- ii) there are no actions, suits or proceedings existing, pending or threatened against or affecting the Purchaser before any court or tribunal or arbitrator or authority or governmental authority or administrative body or agency that could affect or affects the validity or enforceability of this Indenture or that would affect the ability of the Purchaser to perform and/or cause performance of the obligations stipulated in this Indenture;
- iii) the obligations under this Indenture are legal and valid obligations binding on the Purchaser and enforceable against the Purchaser in accordance with the terms hereof;
- iv) the execution by the Purchaser of this Indenture, and the performance and compliance with his/her/their/its obligations under or in connection with this Indenture or any other document entered into, under or in connection with this Indenture, constitute, private and commercial acts, done and performed for private and commercial purposes;
- v) the Purchaser has not used and shall not use ‘proceeds of crime’, as defined under the Prevention of Money Laundering Act, 2002, for making any payments hereunder and/or in pursuance hereof;
- vi) the Purchaser shall observe, perform, fulfil and comply with and shall ensure observance, performance and compliance by the Association of all the terms, conditions, undertakings, covenants, stipulations, restrictions and obligations as stipulated hereunder including those detailed in the **Seventh Schedule** hereunder written as covenants running with the land and the Said Apartment And Properties Appurtenant Thereto and/or the Undivided Share, as the case may be;
- vii) in the event on the basis of the Allotment Letter, the Purchaser has obtained a housing loan from a financial institution/bank for purchasing the Said

Apartment against mortgage of the Said Apartment, this Indenture shall mean and be understood to be subject to such charge or mortgage;

- viii) the Purchaser shall not be entitled to use any car/vehicle parking space unless any such permission is specifically granted under this Indenture;
- ix) the Said Apartment along with Car Parking Space (if any) shall be treated as a single indivisible unit for all purposes;
- x) without prejudice to and subject to the terms hereof, under no circumstance shall the Purchaser induct or invite into the Said Apartment And Properties Appurtenant Thereto and/or transfer, assign, let out, part with possession of any part or portion of the Said Apartment And Properties Appurtenant Thereto to a person (“**Permitted Transferee**”), who may cause any infringement or violation of any of the terms or conditions herein contained, and any such transfer etc. shall be subject to, *inter alia*:
 - a) the Permitted Transferee fulfilling the criteria if any laid down by the Vendor or the Association, as the case may be; and
 - b) the Permitted Transferee executing and registering (if so deemed fit and proper by the Vendor or the Association, as the case may be), all at the costs and expense of the Purchaser and/or the Permitted Transferee including the stamp duty and registration fee payable thereon, an undertaking to observe, fulfil and abide by all the terms, conditions, stipulations, obligations etc. as stated herein, on the understanding and agreement that all the provisions and obligations contained herein and the obligations arising hereunder and those attached to the Said Apartment And Properties Appurtenant Thereto and the Project shall be equally applicable to and enforceable against the Permitted Transferee, as the said obligations etc. are attached to and run with the Said Apartment And Properties Appurtenant Thereto for all intents and purposes; and
 - c) the Purchaser providing to the Vendor or the Association, as the case may be, the full particulars of the Permitted Transferee together with the introduction of such Permitted Transferee to the designated representative of the Vendor or the Association, as the case may be; and
 - d) simultaneously with the transfer by the Purchaser to a Permitted Transferee of the absolute right, title and interest to/over/in respect of the Said Apartment And Properties Appurtenant Thereto subject to the terms hereof, the Purchaser shall transfer/assign the membership held by the Purchaser in the Association to such Permitted Transferee,

each of the above to the satisfaction of the Vendor or the Association, as the case may be;

- xi) the Purchaser hereby further agree(s) and confirm(s) that each of the covenants, restrictions and obligations undertaken and covenanted to be observed and fulfilled by the Purchaser under these presents including those stipulated hereinabove shall be deemed to be covenants running with the land and/or with the Said Apartment And Properties Appurtenant Thereto, and the same shall not under any circumstances be changed and/or modified and/or amended, and the Purchaser hereby give(s) his/her/their/its unfettered

and irrevocable consent to each of the aforesaid, and agree(s), undertake(s) and covenant(s) that the same shall be binding on the Purchaser;

- xii) the Purchaser further admit(s) and acknowledge(s) that the Vendor considers each of the representations, warranties, admissions, acknowledgements, covenants and undertakings made/given by the Purchaser to be an important and inseparable part of this Indenture, and the Vendor has executed this Indenture in reliance thereof.

The First Schedule Above Referred To

(“Said Premises”)

All That the piece and parcel of land recorded as admeasuring 5 (five) bighas 2 (two) cottahs 9 (nine) chittacks and 19 (nineteen) sq.ft. more or less, but upon physical measurement found to admeasure 5 (five) bighas 1 (one) cottah 7 (seven) chittacks and 34 (thirty four) sq.ft. more or less, together with the residential development thereon comprising *inter alia* of a building consisting of various self-contained residential apartments (individually, “**Apartment**”, and collectively “**Apartments**”) and constructed spaces (“**Building**”) and several spaces identified, demarcated and reserved by the Vendor for parking of car(s) together with various utilities and/or amenities thereat as determined by the Vendor, known as “**The Crown**” (collectively, “**the Project**”), situate, lying at and being Premises No. 12B, Beliaghata Road (also known as Beliaghata Main Road), Kolkata - 700 015, Police Station Entally, Post Office Tangra, within Ward No. 57 of The Kolkata Municipal Corporation, and butted and bounded in the following manner:-

On the North : By [•];

On the East : By [•];

On the West : By [•]; and

On the South : By [•].

Or howsoever the same may be butted bounded known or numbered

The Second Schedule Above Referred To

Part-I

Application No. [•], dated [•], 20[•], and subsequent amendment(s) thereto, if any.

Part-II

Allotment Letter No. [•], dated [•], 20[•], and subsequent amendment(s) thereto, if any.

Part-III

Agreement dated [•], registered with [•], in Book No. [•], Volume No. [•], Pages [•] to [•], Being No. [•], for the year [•].

The Third Schedule Above Referred To

Part-I

(“Said Apartment”)

All That the Apartment No. [•] on the [•] floor of the Building standing on the Said Premises No. 12B, Beliaghata Road, Kolkata - 700 105 (which Said Premises is more specifically in the **First Schedule** hereinabove written), having a Carpet Area of [•] sq.ft. more or less, with the respective areas of the Balcony/Verandah and the Open Terrace, if any, being respectively [•] sq.ft. more or less and [•] sq.ft. more or less, thus aggregating to a Built-up Area of [•] sq.ft. more or less.

Part-II

(“Car Parking Space”)

All That the [•] ([•]) number(s) of [*covered/open/stacked*] space(s) at the Building and/or the Said Premises, bearing No(s). [•], for the parking of private medium sized car(s) owned by the Purchaser within such space.

Part-III

(“Undivided Share”)

All That an undivided variable impartible indivisible proportionate share in the Common Areas And Facilities (which Common Areas And Facilities are more specifically described in the **Fourth Schedule** hereunder written) attributable to the Said Apartment (which Said Apartment is more specifically described in **Part - I** of the **Third Schedule** hereinabove written) as determined by the Vendor, subject to the exceptions and reservations in favour of the Vendor.

The Fourth Schedule Above Referred To

(“Common Areas And Facilities”)

1. The entire land comprised in the Said Premises save and except the Retained Areas.
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the Building.
3. The common basements, terraces, parks, play areas, open and covered driveway areas and common storage spaces.
4. The premises for the lodging of persons employed for the management of the Said Premises and/or the Project including accommodation for watch and ward staffs or for the lodging of community service personnel.
5. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and treatment, and renewable energy.

6. The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
7. Lift machine room, situate at a portion of the ultimate roof of the Building, as identified and designated by the Vendor.
8. Electric transformer room with all equipments and facilities therein, situate at a portion of the ground floor of the Building, as identified and designated by the Vendor.
9. Electric meter room situate at a portion of the ground floor of the Building, as identified and designated by the Vendor.
10. Generator set, situate at a portion of the ground floor of the Building, as identified and designated by the Vendor.
11. Tube well and underground and overhead water reservoirs.
12. Common plumbing installations.
14. Fire fighting pumps and fire fighting systems intended only for such of the areas and facilities as identified and designated by the Vendor.
15. Plumbing, vertical stacks and shafts.
16. Feeder cable, transformers, LT switches, meters and individual electrical meters.
17. Drainage and sewage system.
18. Boundary wall and gate.
19. All community facilities provided in the Project comprising of a residents' activity centre, presently intended to comprise of a community hall, lounge, indoor games room, swimming pool and gymnasium, each with such facilities, utilities etc., as determined by the Vendor at its sole and absolute discretion, to be situate at a portion of the 3rd (third) floor of the Building, as demarcated, identified and designated by the Vendor.
20. All other portions of the Project as necessary or convenient for its maintenance, safety, etc. and in common use, each as identified by the Vendor, but shall not include any area sanctioned and/or permitted for construction including under the Plan unless expressly authorized and/or agreed upon in writing by the Vendor.

The Fifth Schedule Above Referred To

[Some Common Expenses]

1. Repairing, rebuilding, repainting, improving as necessary and keeping the Said Premises, the Building, the Common Areas And Facilities and the several facilities, infrastructures, utilities etc. at the Said Premises and/or the Building and every exterior part thereof in good and substantial order and condition, and renewing and repairing etc. all worn out and/or damaged parts thereof.
2. As often as may be necessary in the opinion of the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, painting with quality paint and in a proper and workman like manner, all the wood, metal, stone and

- other work of/at the Said Premises, the Building and the Common Areas And Facilities and the external surfaces of all the exterior doors etc. of the Building, and decorating and colouring all such parts of the Building and the Common Areas And Facilities, as usually are or ought to be.
3. Maintaining/reinstating any boundary wall, hedge or fence.
 4. Keeping the driveways, passages and pathways of the Said Premises in good repair, and clean, tidy and edged.
 5. Cost of clearing, repairing, reinstating any drains and sewers.
 6. Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas And Facilities.
 7. Paying such workers as may be necessary in connection with the upkeep, management, maintenance, administration etc. of the Said Premises, the Building and the Common Areas And Facilities.
 8. Insuring against any risks.
 9. Cleaning as necessary, the external walls and windows (not forming a part of any Apartment) in/at the Said Premises and/or the Building as may be necessary, as also the Common Areas And Facilities, the passages, landings, staircases and all other common parts of the Building and the Said Premises as identified by the Vendor and/or the Association and/or the Facility Management Entity, as the case may be.
 10. Operating, maintaining, and if necessary, renewing from time to time, the lighting apparatus of the Said Premises, the Building and the Common Areas And Facilities, and providing additional lighting apparatus thereat.
 11. Operating, maintaining etc. the lift, generator and all facilities and utilities forming a part of the Common Areas And Facilities including those identified by the Vendor and/or the Association.
 12. Providing and arranging for removal of rubbish.
 13. Paying all the rates, taxes, commercial surcharge, levies duties, charges, assessments and outgoings whatsoever (whether central, state, or local) assessed, charged or imposed or payable presently and/or in the future, with retrospective effect or otherwise, in respect of the Said Premises and/or the Building and/or the Common Areas And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of the Purchaser and/or an Apartment Owner.
 14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any competent authority in connection with the Said Premises and/or the Building and/or any part thereof so far as the same is not the liability of and/or attributable to the Purchaser/an Apartment Owner/an Apartment Occupier.
 15. Generally managing and maintaining and protecting the Said Premises, the Building and the Common Areas And Facilities, and for such purpose employing any contractor and enforcing lawfully or attempting to enforce lawfully, the observance of the covenants on the part of the Purchaser, the Apartment Owners and the Apartment Occupiers.

16. Engaging qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the accounts relate.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and regulations, orders and bye-laws made thereunder relating to the Said Premises and/or the Building and/or the Common Areas And Facilities, excepting those which are the responsibility of the Purchaser/an Apartment Owner/an Apartment Occupier/such of the Other Owners & Occupiers who are entitled to any part or portion of the Retained Areas.
18. The purchase, maintenance, insurance together with the applicable renewals and replacement of fire fighting appliances and other equipments, infrastructure etc. as from time to time, may be considered necessary by the Vendor and/or the Association and/or or the Facility Management Entity, as the case may be.
19. Administering the management of the staff and complying with all relevant regulations and orders thereunder, and employing, whenever necessary, suitable person(s) or firm(s) to deal with these matters and disengage them when required.
20. The purchase, maintenance together with the applicable renewals thereof as also the replacement of any other equipment and the provisions of any other service, which in the opinion of the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, it is reasonable to provide.
21. Litigation expenses that may have to be incurred for any common purpose and/or for in/the larger/greater interest of the Said Premises and/or the Building.
22. Charges, fees etc. of the Facility Management Entity.
23. Service charges of the Vendor and/or the Association, as the case may be, till the maintenance is handed over to the Facility Management Entity.
24. Such periodic amounts, as may be estimated by the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.
25. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule.

The Sixth Schedule Above Referred To

(“Common Purposes”)

Common Purposes shall include -

1. The maintenance, management, upkeep, administration, protection etc. of the Said Premises, the Building, the Common Areas And Facilities and the several facilities, infrastructure, utilities etc. at/of the Said Premises and/or the Building including the repairs, replacements, improvements etc. thereof.
2. Dealing with and regulating matters of common interest of each of the Apartment Owners including the Purchaser relating *inter alia* to their mutual rights and

obligations in respect of the Said Premises and the Project, for the use and enjoyment of their respective Apartments and the Common Areas And Facilities.

3. The collection and disbursement of the Common Expenses.
4. All other common purposes and/or other matters, issues etc. in which the Purchaser and/or the Apartment Owners have common interest relating to the Project, the extent, mode and manner of each of the above as determined and formulated by the Vendor and/or the Association, as the case may be.
5. The performance and/or discharge of such roles, duties, responsibilities and obligations as may determined by the Vendor and/or the Association, as the case may be.

The Seventh Schedule Above Referred To

(Restrictions on and obligations of the Purchaser)

The Purchaser undertake(s), confirm(s) and guarantee(s): -

- a) to use and/or permit the Said Apartment and every part thereof to be used/applied only for residential purpose, and not to use and/or permit the same to be used/applied, directly and/or indirectly, for any other purpose and/or for any illegal/ unlawful/immoral purpose/activity and/or for/as a boarding house, office, professional chamber, guest house, club, hospital, nursing home, clinic, dispensary, amusement or entertainment centre, restaurant, eating or catering place, a meeting place, whether for political meetings or otherwise, conferences/conference hall, business centre, hall, place of worship and/or for any religious activities and/or for any business and/or manufacturing/ industrial activities and/or for any commercial purposes/activities and/or for any categories of business activities of non-residential nature permitted to be carried out in residential buildings under any applicable law(s), and further not to convert/apply for conversion of the nature/user of the Said Apartment and/or for any license to use the Said Apartment for any of the purposes stated hereinabove including but not limited to, for any direct or indirect commercial, semi-commercial use etc.;
- b) not to use or permit the Said Apartment or any part thereof to be used, directly and/or indirectly, for any purpose which may or is likely to cause nuisance or annoyance to the Apartment Owners and/or to the concerned Apartment Occupiers and/or to the owners/users/occupiers adjoining/ neighbouring premises and/or the Other Owners & Occupiers;
- c) not to partition and/or sub-divide and/or damage and/or demolish the Said Apartment and/or the Car Parking Space (if any) and/or any part or portion thereof;
- e) the Undivided Share shall always and at all times remain undivided, impartible and variable, and not to, at any time, make or claim, partition or division of the same or any part thereof on any ground whatsoever or howsoever;
- f) not to keep or store or operate in or allow to be kept or stored or operated or bring into/upon or allow to be brought into/upon the Said Apartment and/or the Car Parking Space (if any) and/or any of the Common Areas And Facilities and/or any part or portion of the Said Premises and/or the Building,

any goods, articles, machines etc., which in the opinion of the Vendor or the Association, as the case may be, are hazardous and/or combustible and/or offensive and/or obnoxious and/or dangerous (save and except LPG gas cylinders for domestic use as may be permitted under applicable laws) and/or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Building and/or any part or portion thereof and/or any fittings or fixtures thereof including the windows, doors, floors, outer walls of any Apartment, beams, pillars, lifts, staircases etc., such opinion of the Vendor or the Association, as the case may be, being final and binding on the Purchaser;

- g) not to do or cause or permit anything to be done or be a party to any act or deed in or around the Said Apartment and/or the Car Parking Space (if any) and/or the Said Premises which in the opinion of the Vendor or the Association, as the case may be, may *inter alia* cause or tend to cause or tantamount to cause or affect or damage any part or portion of the Building including the floor(s) and/or ceiling(s) of the Said Apartment and/or of any other Apartment or in any manner interfere with the use or enjoyment of any of the other Apartments and/or any part or portion of the Common Areas And Facilities and/or part or portion of the Retained Areas, such opinion of the Vendor or the Association, as the case may be, being final and binding on the Purchaser;
- h) not to hang from or attach to the beams or rafters of any part or portion of the Said Apartment and/or the Building, any article(s) or machinery(ies) which in the opinion of the Vendor or the Association, as the case may be, are heavy or are likely to effect or endanger or damage the structure and/or stability and/or the construction of the Building or any part thereof, such opinion of the Vendor or the Association, as the case may be, being final and binding on the Purchaser;
- i) not to fix or install in the Said Apartment, air conditioner(s) other than split/package air conditioner(s), and further each of such air-conditioner(s) and the unit(s) thereof (both indoor and outdoor) shall be fixed/installed only at such place(s) which have been specified by the Vendor for the same;
- j) not to tamper/alter/change or cause/permit any tampering or alteration or change with/in/of/to the electrical points at any part or portion of the Said Apartment including but not limited to at the Balcony/Verandah and/or the Open Terrace, and further not to permit/cause any overloading of the electrical points;
- k) to plan and distribute his/her/their/its electrical load in conformity with the electrical systems installed by the Vendor;
- l) not to do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the transfer/alienation by the Vendor of any part or portion of the Said Premises including but not limited to the Building and/or the Retained Areas;
- m) not to affix or change or alter the design or the placement of any of the window(s) and/or door(s) of the Said Apartment including the main door, and further not make or alter or change or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s), fittings, fixtures etc. in/ serving/attached to any part or portion of the Said Apartment and/or the Car Parking Space (if any) and/or the Building and/or the Said Premises, and further not to make any encroachment(s) or

easement(s) in/into/upon any part or portion of the Said Apartment and/or the Car Parking Space (if any) and/or the Building and/or the Said Premises;

- n) not to raise the floor level of the Said Apartment, and furthermore not to do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the Said Apartment;
- o) not to block up or darken or obstruct or obscure or cover up any of the windows and/or lights of/at the Said Apartment, and further not to cover or obstruct any ventilating shafts and/or inlets and/or outlets;
- p) not to install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixed, without the prior written consent of the Vendor or the Association, as the case may be;
- q) to be and remain solely responsible for the safety and security of the Said Apartment And Properties Appurtenant Thereto and the permissible goods/articles lying therein/thereat, if any, and to get the same insured at his/her/their/its own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.;
- r) not to make and/or carry out any modifications and/or additions and/or alterations and/or improvements of any nature whatsoever or howsoever, structural or otherwise in/to any part or portion of the Said Apartment and/or the Car Parking Space (if any) including to the beams, columns, partition walls, load bearing walls etc., and further not to withdraw any support;
- s) to maintain the limited fire fighting equipment(s) as provided by the Vendor, and not to cover the fire and/or the heat sensors, sprinklers, etc., if any installed at/within the Said Apartment, and further to comply with and adhere to/with all the laws, rules and guidelines pertaining to fire safety including by installation of all necessary, proper and adequate fire fighting, fire protection equipment(s), fire detection and smoke extraction systems amongst others at/within the Said Apartment, and the Purchaser shall be and remain solely liable and responsible for strict and prompt adherence to and compliance with all laws, rules, guidelines, regulations etc. pertaining to fire safety and protections etc. as also for any violation thereof, and the Purchaser shall keep each of the Indemnified Parties and each of the Apartment Owners, the Apartment Occupiers, such of the Other Owners & Occupiers who are entitled to any part or portion of the Retained Areas as also the users and occupiers of the adjoining/neighbouring premises fully safe, harmless and indemnified in respect thereof;
- t) to keep the Said Apartment And Properties Appurtenant Thereto in a good state of preservation and cleanliness, and at all times to keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and further to keep each of the Indemnified Parties and the Association and each of the Apartment Owners, the Apartment Occupiers and such of the Other Owners & Occupiers who are entitled to any part or portion of the Retained Areas fully safe, harmless and indemnified from and against *inter alia* the consequences of any damage etc. arising therefrom;
- u) to carry out any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the Said Apartment only during such working hours and only on such working days as

stipulated by the Vendor or the Association, as the case may be, and/or as laid down in the Management & Maintenance Rules and/or in terms of the fit-out mandates/rules formulated by the Vendor and/or by the Association, as the case may be, and the Purchaser shall ensure that any repair and/or maintenance and/or other works do not cause any manner of annoyance and/or nuisance to any of the Apartment Owners and/or to the Apartment Occupiers and/or to the Other Owners & Occupiers and/or to any of the users/occupants of the adjoining/neighbouring premises, and in the event of violation of any of the above, the Vendor and/or the Association, as the case may be, and the Facility Management Entity shall be entitled to forthwith stop the same without any liability, at the cost and expense of the Purchaser;

- v) all repairs and maintenance of any kind as may be desired by the Purchaser inside the Said Apartment shall be carried out only by persons authorized or provided by the Vendor and/or the Association and/or the Facilities Management Entity, as the case may be, and the Purchaser shall be liable to pay and bear such amounts that the Vendor and/or the Association and/or the Facilities Management Entity, as the case may be, may reasonably determine from time to time towards their charges for administration of such repair works;
- w) to be and remain solely liable and responsible for any accidents that may occur while carrying out and/or completing any permitted works within/inside the Said Apartment, and all the consequent injury, loss, damage etc. including any compensation as may be determined by the Vendor and/or the Association, as the case may be, shall exclusively attach to the Purchaser alone, and the Purchaser shall be bound and obliged to and undertake(s) to keep each of the Indemnified Parties, the Apartment Owners, the Apartment Occupiers and such of the Other Owners & Occupiers who are entitled to any part or portion of the Retained Areas fully safe, harmless and indemnified from and against all costs, charges, claims, damages, actions suits, proceedings etc. in respect thereof;
- x) not to hang/put out/dry any linen/clothes in or upon the windows and/or any part or the portion of the Balcony/Verandah and/or the Open Terrace and/or any other part or portion of the Said Apartment such that the same be visible from the outside and/or to outsiders, and further not to throw anything from any floor, window, the Balcony/Verandah, the Open Terrace etc. and furthermore not to place any goods, articles, things etc. upon any of the window sills of the Building;
- y) not to throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse within/at the Said Apartment and/or in/at any part or portion of the Said Premises and/or the Building and/or in/at any of the areas comprising the Common Areas And Facilities, save at the places indicated therefor by the Vendor or the Association, as the case may be;
- z) not to slaughter or permit to be slaughtered any animals at/within any part or portion of the Said Apartment and/or the Car Parking Space (if any) and/or the Building and/or the Said Premises on any religious occasion or otherwise, and further not to do or execute or permit to be done or executed any act, deed or thing which may hurt or injure or cause provocation of the sentiments and/or feelings (religious or otherwise) of any of the Apartment Owners and/or the Apartment Occupiers and/or such of the Other Owners & Occupiers who are entitled to any part or portion of the Retained Areas, and/or cause disharmony amongst them;

- aa) not to ever close or permit the closing of the Balcony/Verandah, the Open Terrace, the lounges, lobbies, passages, corridors, any of the open areas including those comprised in the Said Apartment and/or comprising the Common Areas And Facilities etc., with grills or otherwise, and to at all times keep the same in the same manner as intended and/or constructed and/or delivered by the Vendor, and further not to make any construction thereon;
- bb) not to alter the elevation and/or the outside colour scheme of or decorate in any manner whatsoever, the exposed/external walls of the Building, the Said Apartment, the balcony(ies)/verandah(s), open terrace area, lounges, passages, corridors, any of the areas comprising the Common Areas And Facilities etc. and/or any external walls and/or both the faces of the external doors and windows of the Said Apartment, which in the opinion of the Vendor or the Association, as the case may be, *inter alia* differs from and/or is in deviation from and/or may effect the colour scheme of the Building and/or the elevation thereof, such opinion of the Vendor and/or the Association, as the case may be, being final and binding on the Purchaser;
- cc) not to make/permit any changes in/to the signage of the Building and/or the Said Premises as installed by the Vendor, and further not to install any monogram etc. at any part or portion of any of the external walls including those of the Building and/or the Said Premises;
- dd) not to make/permit any changes in/to any of the entrance lobbies of the Building and/or the entrance of/ to the Said Apartment including but not limited to by changing/replacing the main door, installing any collapsible gate, shutter etc.;
- ee) not to use or permit to be used the lifts for the purpose of carting pets, furniture, fixtures, fittings, equipments, goods, articles etc.;
- ff) not to allow or use any cable, internet or other service providers save and except such service providers who have been selected or designated by the Vendor or the Association, as the case may be;
- gg) to co-operate with and assist in all manner, the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, in the management, maintenance, upkeep and administration of the Said Premises, the Building and the Common Areas And Facilities and in carrying out their day to day activities, and not to object to/oppose any decision taken by the Vendor and/or the Association and/or the Facility Management Entity, and in particular, to abide by, comply with, observe and/or perform, as the case may be, *inter alia* all the applicable laws, terms, conditions, rules and regulations regarding usage, operation etc. of water, electricity, drainage, sewerage, lifts, tube wells, generator and all other installations and/or amenities in/at the Building and/or the Project including without limitation those under the statute(s)/applicable laws governing fire and the rules made thereunder as amended from time to time, and the Purchaser shall indemnify and keep each of the Indemnified Parties, the Association and the Facility Management Entity safe, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions, proceedings etc. in respect thereof including but not limited those which the Indemnified Parties and/or the Association and/or the Facility Management Entity may suffer or incur or sustain due to any failure, non-adherence, non-compliance, non-observance, non-performance, default or negligence on the part of the Purchaser;

- hh) not to form with the other users, occupiers etc. of the several Apartments and/or of the several units/areas/spaces comprising the Building and/or with such of the Other Owners & Occupiers who are entitled to any part or portion of the Retained Areas, any association/holding organization other than the Association, and further not to become a member of any association and/or association of persons and/or firm and/or holding organization and/or any entity, for any purpose/matter related/ pertaining directly and/or indirectly to the Building and/or the Said Premises and/or for the purpose of maintenance, management, upkeep, administration etc. of the Building and/or the Said Premises, and if any such organization/company/firm/ association/other entity etc., be formed, the same shall not be recognized by the Vendor or the Association;
- ii) to allow without raising any objection, the Vendor and/or the Association and/or the Facility Management Entity, as the case may be, and/or their respective representatives, with or without workmen, to access and/or enter into the Said Apartment and/or the Car Parking Space (if any) and/or any of the Common Areas And Facilities *inter alia*, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe lines, sewage lines, storm water lines/storm water pits, plumbing systems etc. and/or any and/or all other elements amongst others;
- jj) to regularly and punctually pay every month and month by month the Common Expenses at such rates as may be decided, determined and apportioned by the Vendor and/or the Association and/or the Facility Management Entity and/or the concerned authorities, as the case may be, in terms of the bills raised by each of the aforestated entities;
- kk) to regularly and punctually pay the entirety of the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Vendor and/or the Association, as the case may be, which shall be final and binding on the Purchaser and all the Apartment Owners, each together with the applicable Taxes, interest and penalty thereon, if any (“**Outgoings**”) in or relating to the Said Apartment And Properties Appurtenant Thereto as per the bills raised by the Vendor and/or the Association and/or the Facility Management Entity and/or the concerned authorities, as the case may be;
- ll) not to use the Car Parking Space, if any, for any purpose other than for the parking of private medium sized car(s) owned by the Purchaser within the space comprising the same;
- mm) not to use/apply the Car Parking Space if any for any categories of business activities of non-residential nature permitted to be carried out in residential buildings under any applicable law(s), and further not to convert/apply for conversion of the nature/user of the same and/or for any license to use the same for any of the purposes stated hereinabove;
- nn) not to partition the Car Parking Space if any in any manner, and further not to raise or put up or make thereon/thereat and/or at/on any part thereof any kutcha or pucca structure(s) of any nature whatsoever and/or any grilled wall(s) or enclosure(s), and to always keep the Car Parking Space if any open, and not to permit any person to dwell/stay/reside thereat, and further not to store/keep any goods, furniture, articles etc. therein/thereat;

- oo) not to transfer and/or alienate and/or deal with and/or grant any manner of right in, over or in respect of the Car Parking Space (if any) separately or independently or devoid of the Said Apartment and/or by way of a separate space to anyone provided that any such alienation/transfer shall at all times be subject to the terms stipulated in this Indenture;
- pp) not to claim any right to use any car/vehicle parking space and/or to park cars/vehicles at any part or portion of the Building and/or the Said Premises unless specific written permission is granted by the Vendor;
- qq) not to park or allow any car/vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at the Building and/or the Said Premises and/or at any other portions of/at the Building and/or the Said Premises save and except at the Car Parking Space if any, and to use the passages(s), pathway(s), open spaces etc. only in the manner determined by the Vendor;
- rr) not to block any area(s) and/or passage(s) including those comprising the Common Areas And Facilities;
- ss) to use the Common Areas And Facilities in common with the Vendor, the management staff, the Apartment Owners, the Apartment Occupiers and the Other Owners & Occupiers, and only for the limited purpose for which the same are designated/identified by the Vendor, and not to damage, destroy, disfigure any part or portion of the Common Areas And Facilities and/or any of the utilities and/or facilities and/or infrastructure or use or employ such areas, facilities, utilities etc. in any manner not intended to be used or employed, and further not to do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the Vendor and/or of the other users/occupiers, it being clarified that the Purchaser and/or the contractors, men, personnel, employees, servants, agents etc. of the Purchaser shall not be entitled to access any of the areas of the Building and/or the Said Premises including but not limited to the roof/ultimate roof, the lift machine room, the electric transformer room, the electric meter room, the generator set and/or any of the Common Areas And Facilities and/or such other areas/facilities as may be identified from time to time by the Vendor and/or Association, as the case may be;
- tt) to use only such routes of entry into and/or exit from the Said Premises and/or the Building as specified by the Vendor;
- uu) not to affix or draw any wires, cables, pipes etc. from or to or through any of the areas and/or corridors including but not limited to the Common Areas and Facilities, the outside walls of the Building, any part or portion of the Said Premises and/or the other Apartments/areas/spaces save as specifically permitted in writing by the Vendor or the Association, as the case may be, and further not to alter or change or permit any alteration(s) or change(s) in the pipes, conduits, cables and/or other fixtures, fittings etc. serving any of the Apartments and/or the Building;
- vv) not to keep/place/leave or permit to be kept/placed/left outside the Said Apartment and/or in/at any part or portion of the Car Parking Space, if any, and/or the Said Premises and/or in/at the Building and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Areas And Facilities etc., any packages, boxes, crates, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time;

- ww) not to permit any driver, domestic help, servant, agent, personnel, employee, staff etc. and/or any other person employed by the Purchaser to sleep and/or squat and/or loiter around in/at any part or portion of the Building and/or the Said Premises;
- xx) not to put, affix, stick etc. any signboard(s), signage(s), glow sign(s), name plate(s), bill(s), notice(s), advertisement(s), hoarding(s) etc. to/at any part or portion of the Building and/or the Said Premises including at any of the areas/facilities comprising the Common Areas And Facilities and/or to/at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the Said Apartment and/or the Car Parking Space, if any, save and except displaying a small decent name plate at the location specified for the same by the Vendor outside the main door of the Said Apartment;
- yy) not to affix, install, attach, hang etc. any aerial/antenna/satellite dishes to/from any part or portion of the roof/ultimate roof of the Building and/or the balcony(ies)/verandah(s) and/or the open terrace area that may be a part of any Apartment and/or its windows etc. and/or to/from any part or portion of the Building and/or the Said Apartment and/or the Car Parking Space, if any;
- zz) to use only such power/generator back-up as allocated by the Vendor to the Said Apartment, and not to demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever;
- aaa) to ensure that all the employees, servants, domestic help, drivers, personnel, visitors, agents, contractors etc. of the Purchaser strictly abide by the rules framed/amended from time to time by the Vendor and/or by the Association and/or by the Facility Management Entity including the Management & Maintenance Rules, as also the instructions issued from time to time for enforcing security, maintenance etc., and further to ensure that none of the aforesaid persons in any manner deface, vandalise or bring to disrepute the Project;
- bbb) the Vendor and/or the Association, as the case may be, shall be entitled to take such steps as they may respectively deem fit and proper in the interest of preserving the aesthetics of the Building and/or the Said Premises including but not limited to the external façade of each of the above;
- ccc) the Purchaser shall be liable to bear and pay the proportionate share of the municipal rates and taxes in respect of the Said Premises as determined by the Vendor and/or the Association, as the case may be, and, further, in the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out or executed by/at the instructions of the Purchaser, such enhancement shall be paid and borne exclusively by the Purchaser in addition to and over and above the aforesaid rates and taxes;
- ddd) not to amalgamate/join/consolidate/connect the Said Apartment with any other Apartment and/or space and/or area within the Building in any manner whatsoever or howsoever even if the Purchaser has been allotted by way of a written instrument any further/other Apartments and/or spaces/areas which are adjacent to and/or adjoining the Said Apartment;
- eee) not to amalgamate/join/consolidate/connect the Car Parking Space, if any, with any car parking space and/or any other space and/or area within the Building in any manner whatsoever or howsoever even if the Purchaser has been allotted by way of a written instrument any further/other car parking

spaces and/or spaces/areas which are adjacent to and/or adjoining the Car Parking Space;

- fff) to comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities including those which may be required to be complied with by the Vendor and/or the Purchaser in respect of the Said Apartment And Properties Appurtenant Thereto or any part thereof, all at his/her/their/its own cost and liability;
- ggg) not to claim any right of pre-emption or otherwise in respect of any other Apartment and/or any part or portion and/or areas/spaces etc. at/of the Building and/or the Said Premises and/or the Common Areas And Facilities and/or the Retained Areas, and the Purchaser confirm(s) and undertake(s) that the Purchaser neither has nor shall have any such right of pre-emption;
- hhh) not to at any time make or claim or bring any action or claim for partition or division on any ground whatsoever of any part or portion of the Said Premises and/or the Building and/or the Said Apartment and/or the Undivided Share and/or any of the areas/portions comprising the Common Areas And Facilities;
- iii) to exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise, and to keep each of the Indemnified Parties and each of the Association, the Apartment Owners, the Apartment Occupiers and such of the Other Owners & Occupiers who are entitled to any part or portion of the Retained Areas, safe, harmless and indemnified in respect thereof;
- jjj) to co-operate with and assist the Vendor in applying for and obtaining apportionment and separation in the records of The Kolkata Municipal Corporation in respect of the municipal rates and taxes payable by the Purchaser, and to sign, execute and deliver all such deeds, documents etc. as also make payment of such fees, costs, charges etc. in respect thereof as determined by the Vendor from time to time, and within 30 (thirty) days from the date of such apportionment and separation, to apply for and obtain, at his/her/their/its own cost and expense, mutation in the records of the Kolkata Municipal Corporation in the name of the Purchaser in respect of the Said Apartment, and to be and remain liable and responsible for all the consequences, penalties etc. emanating and/or resulting and/or arising from any delay and/or default in complying with the aforesaid, and thus keep each of the Vendor, Association, the Apartment Owners and such of the Other Owners & Occupiers who are entitled to any part or portion of the Retained Areas safe, harmless and indemnified in respect thereof.

In Witness Whereof each of the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written

Executed And Delivered by the **Vendor** at
Kolkata in the presence of:

Executed And Delivered by the **Purchaser**
at Kolkata in the presence of:

The common seal of the Purchaser has
been affixed hereunto pursuant to a
resolution passed by its [*Board of*
Directors/Designated Partners] on [•].

Executed And Delivered by the
Association at Kolkata in the presence of:

Memo of Consideration

Received by the withinnamed Vendor from the withinnamed Purchaser, the sum of Rs. []/- (Rupees [] only) being the entire consideration payable under these presents.

Rs. []/-
=====

(Rupees [] only)

Signature of the Vendor

Witness: