

CONVEYANCE

THIS INDENTURE is executed on the ___ day of ___ ___ 2018

by and between

LUMINOUS DEVELOPERS LLP, (PAN AAGFLO627E), a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, P.O.& P.S. Bhowanipore Kolkata, Pin – 700 020, represented by its authorized signatory duly authorized by the partners of the LLP in terms of the authority letter, dated 16.01.2017, hereinafter

referred to as the “**PROMOTER**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said LLP, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assignees).

And

_____, (Aadhar No. _____) (PAN- _____),
 Son of _____, residing at _____,
 hereinafter called the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Purchaser’s heirs, executors, administrators, successors-in-interest and permitted assigns) .(The “Promoter” and “Purchaser” shall hereinafter, collectively, be referred to as the “Parties” and individually as a “Party”.)

BACKGROUND:

- A. The Promoter is the sole and absolute and lawful owner of the property more fully described in the **FIRST SCHEDULE** hereto, (the “**SAID LAND**”) which was purchased by Promoter as per the particulars of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- B. The Promoter caused a plan prepared by its architects for construction of a building on the Said Land and got a plan sanctioned (the “**SAID PLAN**”) and took up construction and development of a building (the “**BUILDING**”) on the Said Land as per the Said Plan (the “**PROJECT**”).

- C. Flats/units were offered in the Building to the intending Purchasers and pursuant to such offer the Purchaser applied for allotment of a flat in the Building/Project and thereafter executing an Agreement of Sale dated And registered at beingwith the Promoter (the **“AGREEMENT FOR SALE”**) for the flat/unit along with [■]Nos. covered parking/open parking/Mechanical covered parking/mechanical open parking No. [■] admeasuring [■] (____) square feet, more or less, also along with balcony admeasuring approximately [■] square feet and along with Open Terrace [■]having carpet area of [■] square feet if applicable as per details given in the **FOURTH SCHEDULE** hereunder (the **“Said Apartment”**) the Promoter has allotted the same to the Purchaser.
- D. The Promoter has since completed the construction of the Building and/or the Project comprising residential flats including the Said Apartment and has also completed the construction of the car parking spaces as also the common areas comprised within the Building/Project which common areas are morefully described in the **THIRD SCHEDULE** hereto (collectively the **“COMMON AREAS”**).
- E. Pending the conveyance of the Said Apartment by the Promoter in favour of the Purchaser and as required upon the coming into force of the West Bengal Housing Industry Regulation Act, 2017 (the **“SAID ACT”**) and the West Bengal Housing Industry Regulation Rule, 2018, (the **“SAID RULES”**) the Promoter has registered the Project under the provisions of the Said Act and/or the Said Rules under Registration No. _____.
- F. In pursuance of the aforesaid and by these presents the Said Apartment (along with the rights appurtenant thereto) and the undivided proportionate share in the Common Area with the right to use such Common Areas, in common, along with other occupants and maintenance staff etc of the Building and/or the Project (without causing any inconvenience or hindrance to them) is being conveyed and/or

transferred by the Promoter to the Purchaser.

- G.** The Purchaser has made himself fully satisfied about the title, right and entitlement of the Promoter in the Said Land, the Said Plan, all background papers, the right of the Promoter to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement for Sale **AND** in consideration of the payments made by the Purchaser to the Promoter, as more fully mentioned in the **FIFTH SCHEDULE** herein (the receipt whereof the Promoter do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Apartment and the rights and properties appurtenant thereto) the Promoter doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Said Apartment (along with rights appurtenant thereto) as more fully described in **PART-I** of the **FOURTH SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the "**SAID APARTMENT**") along with the undivided proportionate share as also the right to use the Common Areas, (morefully described in the **THIRD SCHEDULE** hereunder written, hereinbefore as also hereinafter collectively referred to as the "**COMMON AREAS**") in common along with other occupants and maintenance staff etc of the Building/Project without causing any inconvenience or hindrance to them, morefully described in **PART-II** of the **FOURTH SCHEDULE** hereunder written (collectively the "**COMMON AREA SHARE AND USER RIGHTS**") **TO HAVE AND TO HOLD** the Said Apartment And The Common Area Share And User Rights (hereinafter collectively referred to as the "**SAID APARTMENT AND THE RIGHTS APPURTENANT THERETO**") unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with

all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Apartment And The Rights Appurtenant Thereto or in anywise appertaining thereto, or any part thereof, usually held. Used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Apartment And The Rights Appurtenant Thereto **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoter into or upon the Said Apartment And The Rights Appurtenant Thereto **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Apartment And The Rights Appurtenant Thereto wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the undivided proportionate share in the Common Areas and the right of user and enjoyment thereof shall always be deemed to have been conveyed to the Purchaser by the Promoter with the Said Apartment even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

2. PURCHASER'S COVENANTS:

The Purchaser covenant with the Promoter as follows:

2.1 Inspection of Plan/Fixtures/Fittings: The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the Building/Project and/or the Said Apartment and is satisfied as to the Said Plan and/or the construction of the Building/Project and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and

facilities appertaining to the Said Apartment and also to the nature, scope and extent of benefit or interest in the Building/Project and/or in the Common Areas.

2.2 User: The Purchaser shall use the Said Apartment only for the purpose of residence and for no other purpose whatsoever.

2.3 Use of Common Areas: The Purchaser, along with other purchasers/ occupants of other apartments/units in the Building/Project will be entitled to use and enjoy only such of the Common Areas which would be earmarked and/or designated for common use by the Promoter.

2.4 The Purchaser shall:

2.4.1 Payment of Rates and Taxes: pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Apartment as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer.

2.4.2 Colour Scheme/Modifications: Not change/modify / alter the external façade (on all sides) of the Said Apartment in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces of the Said Apartment which are part of the exterior elevation and/or part of the exterior colour scheme of the Building.

2.4.3 Good Order and Condition: Keep the interiors of the Said Apartment and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.

2.4.4 Necessary Repairs and Maintenance: Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Apartment without causing any inconvenience to the other owners/occupiers of the Building/Project.

2.4.5 Observance of Laws: Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Promoter are held responsible or liable for any liability, whatsoever, for the same.

2.5 The Purchaser shall not:

2.5.1 Repair: Ask the Promoter to undertake any repair or rectification work in the Said Apartment.

2.5.2 Complaint: Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Apartment and/or the amenities, utilities and/or facilities provided in the Said Apartment and/or in the Building/Project.

2.5.3 Nuisance: Do, allow or cause to be done anything within or in the vicinity of the Said Apartment, which may cause nuisance or annoyance to others.

2.5.4 Storage of Hazardous Goods: Store or bring or allow to be stored and brought in the Said Apartment any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Apartment.

2.5.5 Illegal or Immoral Use: Use or permit the user of, any portion of the Said Apartment, for any illegal or immoral activities.

2.5.6 Cleanliness: Accumulate or throw any dirt, rubbish, waste or refuse in or about the Said Apartment.

2.5.7 Hindrances: Keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors and other places of common use in the Building.

- 2.5.8 Obstruction:** Do any act, deed or thing whereby the rights of occupiers of other Units in the building in which the Said Apartment is situated is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the Said Apartment.
- 2.5.9 No Ownership Claim:** Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically conveyed under these presents) in other areas of the Building/Project and/or in the Common Areas save and except the Said Apartment.
- 2.5.10 Put up Letter box/signage:** Not to put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the Said Apartment or on the outside wall of the Building so as to be visible from outside the Said Apartment . Save at the place as be approved or provided by the Promoter. Nothing contained herein shall, however, prevent the Purchaser to put a decent name plate on the outer-face of the main door of the Said Apartment.
- 2.5.11 Object to the installations:** not to object to the erection, and maintenance of communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Building, which may be allowed to be put up to ensure better connectivity and/or better network within the Building and/or to augment the financial resources of the Association without the Purchaser being required to pay any charges for the same.
- 2.5.12 General:-**
- 2.5.12.1.** That the Purchaser agrees and acknowledges that service areas located within the Project, shall be earmarked for

purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Purchaser shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;

- 2.5.12.2.** That the Purchaser shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;
- 2.5.12.3.** That the Purchaser shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
- 2.5.12.4.** That the Purchaser shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Purchaser and/or any

occupier of the Apartment and/or family members, guests or servants of the Purchaser or such other occupiers of the Apartment;

- 2.5.12.5.** That the Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
- 2.5.12.6.** That the Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment;
- 2.5.12.7.** That the Purchaser shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association;
- 2.5.12.8.** That the Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of

the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- 2.5.12.9.** That the Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
- 2.5.12.10.** That the Purchaser shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
- 2.5.12.11.** That the Purchaser shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project;
- 2.5.12.12.** That the Purchaser shall carry out any repair or interior or any other works in the Apartment only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
- 2.5.12.13.** That the Purchaser shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused

to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;

- 2.5.12.14.** That the Purchaser shall not sub-divide the Apartment and/or any part or portion thereof;
- 2.5.12.15.** That the Purchaser shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;
- 2.5.12.16.** That the Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- 2.5.12.17.** That the Purchaser shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
- 2.5.12.18.** That the Purchaser shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
- 2.5.12.19.** That the Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
- 2.5.12.20.** That the Purchaser shall not make or permit any disturbing noises in the Apartment by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done

by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;

- 2.5.12.21.** That the Purchaser shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 2.5.12.22.** That the Purchaser shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
- 2.5.12.23.** That the Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 2.5.12.24.** That the Purchaser shall not misuse or permit to be misused the water supply to the Apartment;
- 2.5.12.25.** That the Purchaser shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
- 2.5.12.26.** That the Purchaser shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Purchaser does so, the Purchaser shall be liable to pay damages to the

Promoter and shall further be liable for prosecution for use of such mark of the Promoter;

- 2.5.12.27.** That the Purchaser shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
- 2.5.12.28.** That the Purchaser shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
- 2.5.12.29.** That the Purchaser shall not install or keep or run any generator in the Apartment and the garage, if any;
- 2.5.12.30.** That the Purchaser shall not smoke in public places inside the Project which is strictly prohibited and the Purchaser and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- 2.5.12.31.** That the Purchaser shall not pluck flowers or stems from the gardens or plants;
- 2.5.12.32.** That the Purchaser shall not throw or allow to be thrown litter on the grass planted within the Project;
- 2.5.12.33.** That the Purchaser shall not trespass or allow to be trespassed over lawns and green plants within the Project;
- 2.5.12.34.** That the Purchaser shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
- 2.5.12.35.** That the Purchaser shall not use the elevators in case of fire;
- 2.5.12.36.** That the Purchaser agrees and acknowledges that the Promoter and the Association shall be entitled to put up any

neon sign, hoardings and other display materials on any part or portion of the Common Areas;

- 2.5.12.37.** That the Purchaser shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;
- 2.5.12.38.** That the Purchaser shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
- 2.5.12.39.** That the Purchaser shall remain fully responsible for any domestic help or drivers, maids employed by the Purchaser and any pets kept by the Purchaser;
- 2.5.12.40.** That the Purchaser shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 2.5.12.41.** That the Purchaser shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
- 2.5.12.42.** That the Purchaser agrees that the Swimming Pool within the Project will be a facility for enjoyment of the owners of residential apartments including the Purchaser and will be used as per the Rules and Regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.
- 2.5.12.43.** The Allotee agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other

similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Units.

3. PROMOTER'S COVENANTS:

- a. The Promoter doth hereby profess that the title transferred to the Purchaser in the Said Apartment and the Rights Appurtenant Thereto subsists and that the Promoter has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title hereby conveyed to the Purchaser.

- b. The Promoter doth hereby covenant with the Purchaser that the Promoter in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Apartment And The Rights Appurtenant Thereto.
- c. The Promoter, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser cause to be produced to the Purchaser the attorneys of the Purchaser or agent, as the case may be, for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Purchaser and in due course of time, handover all such title deeds to the Association.

4. MUTUAL COVENANTS:

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

4.1 Transfer/conveyance of Common Area Share And User Rights:

The Purchaser has been categorically made aware by the Promoter that the Common Area Share And User Rights as defined in **PART II** of the **FOURTH SCHEDULE** hereunder written being conveyed/transferred to the Purchaser is being transferred as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Promoter that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the Said Act read with the Said Rules as is applicable in the state of West

Bengal) the Promoter would be under obligation, inter alia, to transfer the Common Areas as mentioned in the **THIRD SCHEDULE** hereunder written to the Association, (as defined below) when formed, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, upon receiving a request from the Promoter sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Promoter. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

- 4.2 MAINTENANCE OF THE BUILDING/PROJECT** : The Common Area comprised within the Building/Project, as more fully described in the **THIRD SCHEDULE** hereunder written, shall be in the exclusive ownership, control, management and administration of the Association to be registered under the name of **“Allure Residents Association”** or under such other name as may be so approved (the **“ASSOCIATION”**).
- 4.3** The Deposits/corpus fund etc. paid/deposited by the Purchaser to the Promoter shall be transferred by the Promoter to the said Association after adjustment of all dues payable by the Purchaser to the Promoter.
- 4.4** The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights

and entitlements of the Purchasers and the Promoter, hereunder reserved.

- 4.5** The Purchaser's proportionate share in all matters concerning the Said Apartment And The Rights Appurtenant There To shall be the proportion which the carpet area of the Said Apartment may bear to the carpet area of all the Apartments/Units of the Building/Project. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Promoter or the Association upon its formation shall be binding on the Purchaser.
- 4.6** The Purchaser shall be and remain responsible for indemnifying the Promoter and the Association against all damages costs claims demands and proceedings occasioned or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 4.7** Any delay or indulgence by the Promoter in enforcing the terms of this indenture or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Promoter.
- 4.8** The Complex shall bear the name "**ALLURE**".
- 4.9** This Indenture and the agreement for sale executed heretofore contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties.

In case of any inconsistency or contradiction between, the agreement between the Parties and his Indenture, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoter or its agents, servants or employees other than what is specifically set forth herein and/or in the agreement between the Parties.

5. Interpretation:

- 5.1.** Words importing singular number, shall wherever applicable, include plural number.
- 5.2.** Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.
- 5.3.** Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.
- 5.4.** Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

THE FIRST SCHEDULE ABOVE REFERRED TO
(SAID LAND)

ALL THAT the consolidated and amalgamated piece and parcel of land containing an area of 1 Bigha 4 Cottahs 9 Chittacks and 5 Sq.ft. more or less (whereon or on part whereof the previously held structures were standing) being present Municipal Premises No. 14, Matheswartola Road,

Post Office - Tangra, Police Station - Tangra, Kolkata – 700 046 butted and bounded –

ON THE NORTH 8 New Tangra Road, 8 & 8/1, Tangra 1st Bye Lane

ON THE SOUTH Matheswartola Road.

ON THE EAST Tangra Road 1st lane following with 13 & 13/1A, Matheswartola Road.

ON THE WEST 15 Matheswartola Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(Devolution of Title)

- 1) By a sale certificate dated 09/03/2013 which was registered in the office of District Sub registrar III, Alipore, 24 Parganas South in Book No 1, CD Volume No 6, Pages from 4238 to 4246 being deed No. 02946 for the year 2013, Allahabad Bank sold all that the land measuring 16 cottahs 5 chittack and 5 sq.ft. together with structures thereon being premises No. 14, Tangra Road (South) to one Luminous Developers (P) Ltd, and thus became the sole and absolute owner thereof.
- 2) By a deed of conveyance dated 12/02/2015, registered in the office of District Sub registrar III, Alipore, 24 Parganas South in Book No 1, CD Volume No 3, Pages from 3819 to 3840 being deed No. 01154 for the year 2015, one Kaycee Trading Promoter, a registered partnership firm represented by its partners 1) Mr. Kulnath Kapur, 2) Mr. Vishal Kapur and 3) Mr Raghav Kapur sold to Luminous Developers (P) Ltd, all that the property measuring 8 cottahs, 4 chittacks be the same a little more or less together with structures thereon being

premises No. 14/1 South Tangra Road, Kolkata and thus the said Luminous Developers (P) Ltd became sole and absolute owner thereof.

- 3) The said Premises No. 14, Tangra Road (South), Kolkata and 14/1 Tangra Road (South), Kolkata were subsequently amalgamated into one Municipal Premises being No. 14, Matheswartala Road, Kolkata – 700 046 and the Luminous Developers (P) Ltd is the sole and absolute owner thereof of the land measuring 1 Bigha 4 Cottahs 9 Chittacks and 5 Sq.ft. more or less(said Land).
- 4) The said Luminous Developers (P) Lt. has since converted itself into a Limited Liability Partnership (Luminous Developers LL) under the relevant law and has obtained the necessary certificate of incorporation dated: 24.11.2015 from the concerned authorities and thus the Promoter herein, became the sole and absolute owner thereof of the said land .

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

ALL THAT the common areas, facilities, amenities and/or the portions of the Building/Project, earmarked/meant by the Promoter for beneficial common use and enjoyment of the Purchaser/other occupants of the Building/Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter.

- Community Hall/ Association Room with Landscaped open Terrace
- Swimming Pool and Deck
- Open Terrace at Roof level

- Lifts
- Common Staircases
- All floor Common Lobbies and Corridors
- Ground Floor Lobbies
- Common Toilet at Ground Floor
- Fire Refuge Platform
- All Services shafts and Ducts
- All underground tanks
- Pump Room
- Sewerage Treatment Plant
- DG Space
- Internal Driveway
- All other areas for common services & facilities

THE FOURTH SCHEDULE ABOVE REFERRED TO

(PART – I)

(Said Apartment)

ALL THAT Apartment No. [•] on [•] floor of the Building [•] having Carpet Area of [•] square feet, along with the balcony admeasuring [•] square feet comprised of [•] Bedroom, Exclusive Terrace Area [•] square feet if applicable along with study as applicable **TOGETHER WITH** [[•]Nos. covered

parking/open parking/Mechanical covered parking/ mechanical open parking No. [■] admeasuring each admeasuring approximately [135 square feet.]]

(PART - II)

(Common Area Share And User Right)

ALL THAT the undivided proportionate share as also the right to use the Common Areas (which common areas are morefully described in the Third Schedule herein above) along with the other occupants and maintenance staff.etc of the Building/Project without causing any inconvenience or hindrance to them.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Total Price)

Rs._____/- (Rupees _____) only for the Said Apartment And The Rights Appurtenant Thereto paid by the Purchaser to the Promoter, the receipt of which the Promoter hereby acknowledged to have received.

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

Executed and Delivered by the Promoter

herein at Kolkata in the presence of:

Authorized Signatory

[Promoter]

[Purchaser]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

MEMO OF CONSIDERATION

Received from the within named Purchaser the below mentioned sum in the manner as mentioned below.

Rupees

Rupees _____ only

Promoter

Witnesses:

1.

2.