

T0832h

THIS INDENTURE made this the ____ day of _____ Two
Thousand Eighteen

BETWEEN

ISWAR GOPALESWAR MAHADEB, a Hindu deity installed at Premises No. 9, S.P. Mukherjee Road, Post Office and Police Station Bhawanipore, Kolkata 700 025, represented by the Shebaita namely (1) Sunil Kumar Datta, (2) Samir Kumar Dutta, (3) Arun Kumar Dutta and (4) Bijan Kumar Dutta, all residing at Premises No. 9, S.P. Mukherjee Road, Post Office and Police Station Bhawanipore, Kolkata 700 025 hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs, executors, administrators, legal representatives and assigns, in case of companies their respective successor or successors-in-interest and assigns in case of Limited Liability Partnerships their present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **FIRST PART**:

AND

KYAL DEVELOPERS PVT LTD, having **CIN U70109WB1995PTC076151**, having **PAN AABCK3070E**, a company duly incorporated under the Companies Act, 1956, having its registered office at premises No.122/1R, Satyendra Nath Majumder Sarani, 4th Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026 hereinafter referred to as the **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **SECOND PART**:

AND

SANGEETA BANERJEE ALIAS SANGITA BANERJEE, having **PAN ALDPB7793D**, wife of Debashis Banerjee, by occupation housewife, residing at 7B, Monoharpukur 2nd Lane, Police Station Lake, Post Office Sarat Bose Road, Kolkata 700 029 hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **THIRD PART**

AND

(1) _____, having **PAN** _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, PIN _____ and **(2)** _____, having **PAN** _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, residing at Post Office _____, Police Station _____, PIN _____, hereinafter (jointly/collectively) referred to as the **PURCHASER(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean

and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **FOURTH PART**;

[If the Purchaser is a company]

_____, having **PAN** _____, having CIN _____, a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at _____, Post Office _____, Police Station _____, PIN _____, represented by its Director/Authorized Signatory _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, residing at _____ Post Office _____, Police Station _____, PIN _____, duly authorized vide board resolution dated _____, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **FOURTH PART**.

[OR]

[If the Purchaser is a Partnership]

_____, having **PAN** _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, Post Office _____, Police Station _____, PIN _____, represented by its authorized partner _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, residing at _____ Post Office _____, Police Station _____, PIN _____, duly authorized vide _____ hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **FOURTH PART**.

[OR]

[If the Purchaser is a HUF]

_____, having **PAN** _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, Post Office _____, Police Station _____, PIN _____, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **FOURTH PART**.

The Owners, Developer/Promoter and Purchaser(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party"

WHEREAS:

A. One Gopal Chandra Dutta was absolutely seized and possessed of All That the piece and parcel of land containing an area of 9 Cottahs, be the same a little more or less, lying situate at Dihi Panchannagram, Division – VI, Sub-Division M, Holding No. 305/O and 305/A, Sub-Registrar and Police Station the then Bhawanipore, District the then 24 Parganas (hereinafter referred to as the **said plot**).

B. Being seized and possessed of said plot Gopal Chandra Dutta constructed a one storied brick built building and a temple thereon or on the portion thereof and installed a Hindu Deity namely Iswar Gopaleswar Mahadeb in the said temple (herein after referred to as the **said Hindu Deity**).

C. Subsequently by an Arpannama dated the 21st day of Baishak, 1288, executed by the said Gopal Chandra Dutta and registered with the Deputy Registrar at Alipore, in Book No. I, Volume No. 9, Pages 237 to 238, Being No.1139 for the year 1881, the said Gopal Chandra Dutta dedicated All That the said plot unto and in favour of the said Hindu Deity and made provisions to pay the expenses of worship and other rituals of the said Hindu Deity.

D. By and under the said Arpannama dated the 21st day of Baishak, 1288, the said Gopal Chandra Dutta further made out that in the absence of any specific rule formulated in future for the appointment of the Shebaites and upon his death his son, grandson and any heir or heirs surviving for the time being would act as the Shebaites of the said Hindu Deity.

E. Gopal Chandra Dutta died on the 4th day of Jaistha, 1289, (Bengali year) without any male issue and leaving behind him surviving his widow Muktakeshi Dasi and only daughter Shankari Dasi as his heiresses and legal representatives who upon his death jointly inherited the shebaitship of the said Hindu Deity.

F. In reality the said Muktakeshi Dasi took up the shebaitship and continued to act on such strength.

G. The said Muktakeshi Dasi also mutated her name in the records of the Corporation of Calcutta in respect of the said plot.

H. The said Sankari Dasi died on the 14th day of Ashad, 1324, (Bengali year) leaving behind her surviving her only son Panchanan Dutta as her heir and legal representative.

I. The said Muktakeshi Dasi died in the year 1925, leaving behind her surviving her grandson the said Panchanan Dutta who upon her death inherited the shebaitship of the said Hindu Deity.

J. The said plot and the construction made thereon together with the said temple was subsequently numbered as Premises No. 9, S. P. Mukherjee Road, the then Calcutta (herein after referred to as the **said premises**).

K. The said Panchanan Dutta duly mutated his name in the records of the Kolkata Municipal Corporation in respect of the said premises.

L. The said Panchanan Dutta died on the 1st day of January, 1993, leaving behind him surviving his widow Ashalata Dasi, five sons namely, i) Anil Kumar Datta, ii) Sunil Kumar Datta, iii) Samir Kumar Dutta, iv) Arun Kumar Dutta and v) Bijan Kumar Dutta and two daughters namely, Umarani Dutta and Ramarani Das, as his heirs, heiresses and legal representatives who upon his death jointly inherited the shebaitship of the said Hindu Deity.

M. The said Umarani Dutta and Ramarani Das never acted as shebait of the said Hindu Deity.

N. The said Ashalata Dasi died on the 8th day of August, 1998.

O. The Shebaites were facing difficulty in paying the taxes and outgoings including the costs of repair and maintenance of the said premises on regular basis.

P. In order to find out alternative fund to meet up the daily expenses and there being hardly any prospect of the said premises being vacated by the tenants and to avoid long drawn and expensive litigation as well, the Shebaites decided to dispose of and/or develop the said premises for the benefit of the said Hindu Deity.

Q. By a Development Agreement dated the 17th April, 2011, made between Iswar Gopaleswar Mahadeb, a Hindu deity represented by Anil Kumar Datta, Sunil Kumar Datta, Samir Kumar Datta, Arun Kumar Datta and Bijan Kumar Datta, therein jointly referred to as the Shebaites of the One Part and one Kyal Developers Private Limited therein referred to as the Developer of the Other Part, the Shebaites therein at and for the consideration, terms and conditions mentioned therein appointed the Developer therein to develop All That the piece and parcel of land measuring an area 8 Cottahs 8 Chittaks, be the same a little more or less, together with two storied dilapidated brick built messuage tenement dwelling house erected thereon or on the part thereof situate lying at and being the said premises more fully and particularly described in the First Schedule there under written as also in the **First Schedule** hereunder written by construction and commercial exploitation of a multi-storied building upon demolition of the existing structure at the said premises (herein after referred to as the **said Development Agreement**).

R. On the 12th September, 2011, the Learned District Judge at Alipore, South 24 Parganas, allowed an application under Section 7 of the Religious Endowment Act being Misc. Case No. 762 of 2010 filed by the said shebaites seeking required permission for development of the said premises and granted them permission to get the said premises developed as per the terms and conditions of the said Development Agreement through the said Kyal Developers Private Limited.

S. By and in terms of the said Development Agreement the said shebaites have mutated their names in the assessment records of the Kolkata Municipal Corporation in respect of the said premises.

T. In furtherance to the said Development Agreement, by a Supplementary Agreement dated the 25th April, 2013, made between the said Iswar Gopaleswar Mahadeb, a Hindu deity represented by Anil Kumar Datta, Sunil Kumar Datta, Samir

Kumar Datta, Arun Kumar Datta and Bijan Kumar Datta therein jointly referred to as the Shebait/Owners of the One Part and the said Kyal Developers Private Limited therein referred to as the Developer of the Other Part and registered with the Additional District Sub Registrar Alipore in Book No.I, CD Volume No.14, Pages 1328 to 1372, Being No.03327 for the year 2013, the parties thereto recorded the development related steps taken by the parties and modified some terms as recorded therein (herein after referred to as the **said First Supplementary Agreement**).

U. The said Anil Kumar Datta died intestate on the 26th June, 2014, leaving behind him, his wife being predeceased on the 21st January, 2004, his daughter Sangeeta Banerjee alias Sangita Banerjee as his sole heiress and legal representative and she stepped into his place.

V. By another Supplementary Agreement dated the 4th December, 2015, made between the said Sangeeta Banerjee alias Sangita Banerjee therein referred to as the Shebait/Owner of the One Part and the said Kyal Developers Private Limited therein referred to as the Developer of the Other Part and registered with the Additional District Sub Registrar Alipore in Book No.I, Volume No.1605-2015, Pages 116712 to 116726, Being No.160508152 for the year 2015, the parties thereto recorded the death of the said Anil Kumar Datta and agreed to accept the said Sangeeta Banerjee alias Sangita Banerjee as the Shebait under the said Development Agreement dated 17th April, 2011 and the Supplementary Agreement dated 25th April, 2013 (herein after referred to as the **said Second Supplementary Agreement**).

W. By and in terms of the said Development Agreement the said Kyal Developers Private Limited at its own costs and expenses has caused and obtained Building Plan being Building Permit No.2016080080 dated 28th day of January, 2017, sanctioned by the Kolkata Municipal Corporation in the name of the said Shebait (herein after referred to as the **said Plan**), whereby the said Kyal Developers Private Limited is entitled to construct, erect and complete a new multi-storied residential cum commercial building comprising of Ground plus Five (G+5) storied at the said premises consisting various independent units, office spaces and car parking spaces on the said Land or on the part thereof to be known as **"ZENITH"** (hereinafter referred to as the **said Complex/Project**).

X. In pursuance of the said sanctioned plan, the Promoter has at its own costs and expenses duly constructed, erected and completed construction of the said Project known as **"ZENITH"** comprising multi-storied residential cum commercial building, independent units, office spaces, car parking spaces and other constructed spaces at the said land or on the part thereof.

Y. By an Agreement dated the _____, 20____, made between the parties hereto and on the terms and conditions mentioned therein the Owners and the Promoter herein had agreed to sell, the Promoter herein had agreed to construct and the Purchaser(s) herein had agreed to purchase **All That the Apartment No. _____** containing a carpet area of _____ Sq. Ft., type _____ BHK, **WITH** Exclusive balcony area of _____ Sq feet, **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Square Feet , be the same a little more or less on the _____ **Floor** of the Project to be known as **"ZENITH"** together with right to park _____ car at the covered parking space in the ground floor level **being no. _____**

situated within the said Project (hereinafter collectively referred to as the “**said Apartment**”) more fully mentioned in the **Part I** of the **Second Schedule** hereto has been developed in accordance to the Specifications as mentioned in **Part II of the Second Schedule** hereto and of pro rata share in the common areas of the said Project along with the right to enjoy the **Common areas** Project more fully mentioned in of the **Third Schedule** hereto at and for the consideration of **Rs. _____/- (Rupees _____ only)** including GST as applicable thereon and other terms and conditions contained therein.

Z. The Promoter has 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._____.

AA. The Promoter has since obtained the Completion Certificate dated the _____ issued by the Kolkata Municipal Corporation in connection to the Building Sanctioned Plan vide Building Permit No.2016080080 dated 28th day of January, 2017.

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

- a) the title of the Owners to the said land;
- b) the right of the Owners and/or Promoter to sell/transfer the said Apartment;
- c) the said sanctioned plan;
- d) the workmanship, specifications and the materials used in the said Apartment and in the said Building Block.;
- e) the structural stability of the Building Block;
- f) all the documents as recited hereinabove;
- g) the carpet area of the said Apartment;
- h) the Common Areas, Common Installations of the Complex/Project.

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

- (a) **ACT** - means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted;
- (b) **ADVOCATES** – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Developer inter alia, for preparation of this agreement and Conveyance for transfer of the Apartment;

- (c) **APARTMENT** - shall mean **All That** the **Apartment No.**_____ containing a carpet area of _____ sq. ft., type _____ BHK, **WITH** Exclusive balcony area of _____ sq feet, **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Square Feet , be the same a little more or less on the _____ **Floor** of the Project to be known as **“ZENITH”** together with right to park _____ car at the covered parking space in the ground floor level **being no.**_____ situated within the said Project more fully and particularly described in the **Second Schedule** here under written and together with the prorata share in the Common Areas and the Common Installations to be used in common with the other Purchaser(s) and Together with the said Share;
- (d) **ARCHITECT** – shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;
- (e) **ASSOCIATION** – shall mean an Association of Purchasers in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;
- (f) **BUILDING / NEW BUILDING** - shall mean the new multi-storied residential cum commercial building comprising of Ground plus Five (G+5) storied constructed at the said Land, the complex being named **“ZENITH”**, containing several independent various independent units, office spaces, parking spaces and other constructed areas;
- (g) **CARPET AREA** - shall according to its context mean the net usable floor area of a Apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the Apartment.
- (h) **COMMON AREAS AND INSTALLATIONS** - shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written;
- (i) **COMMON MAINTENANCE EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Installations and for rendition of common services in common to the Purchasers as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Purchaser(s);
- (j) **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Installations, rendition of common services in common to the Purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective

Apartments exclusively and the Common Areas, Common Installations of the Building and the Project in common.

- (k) **CO-TRANSFEREES** – shall mean all the buyers/owners who for the time being have either completed the purchase of any Apartment or have agreed to purchase any Apartment in the Complex and have taken possession of such Apartment and for all unsold Apartment, the Promoter.
- (l) **MAINTENANCE-IN-CHARGE** – shall mean upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the Promoter mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Promoter.
- (m) **PLAN** - shall mean the sanctioned plan of the Kolkata Municipal Corporation having Building Permit No.2016080080 dated 28th day of January, 2017, for construction of residential cum commercial Project comprising of one Ground Plus 5 (five) Tower consisting of self contained independent apartments, office spaces and the car parking spaces whether open or covered within the said Project and the Common Areas, Common Installations constructed by the Developer in terms of said sanctioned plan on the said Land or on the part thereof to be known as **“ZENITH**.
- (n) **PROJECT/COMPLEX** – shall mean the residential cum commercial building complex to be known as **“ZENITH”** comprising of one Ground plus 5 (five) Tower consisting of self contained independent apartments, office spaces and the car parking spaces whether open or covered within the complex and the Common Areas, Common Installations to be constructed by the Developer in terms of the Plan on the said land or on the part thereof.
- (o) **RULES** - means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (p) **REGULATIONS** - means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (q) **SAID LAND** - All That the Premises No. 9, S. P. Mukherjee Road, Police Station Bhawanipore, Kolkata 700 025, more fully and particularly described in the **First Schedule** hereunder written.
- (r) **SAID SHARE** – shall mean prorata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Purchaser(s).
- (s) **SECTION** - means a section of the Act.
- (t) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks,

and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

- (u) **SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words if defined in the said Agreement for Sale shall have the same meaning hereunder.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said agreement and in consideration of the aforesaid sum of **Rs.**_____/ - (**Rupees** _____ **only**) of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Promoter (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment) the Owners do and each of them doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Purchaser(s) **All That** the **Apartment No.**____ containing a carpet area of _____ sq. ft., type _____ BHK, **WITH** Exclusive balcony area of _____ sq feet, **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Square Feet , be the same a little more or less on the _____ **Floor** of the Project to be known as **“ZENITH”** shown and delineated in the map or plan annexed hereto, being **Annexure "A"** duly bordered in colour **RED** together with right to park _____ car at the covered parking space in the ground floor level **being no.**____ situated within the said Project shown and delineated in the map or plan annexed hereto, being **Annexure "B"** duly bordered in colour **GREEN** thereon, hereinafter collectively referred to as the **“said Apartment”**, more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written and **WITH** pro rata share in the common areas of the said Project along with the right to enjoy the Common Areas more fully and collectively mentioned in the **Third Schedule** hereto, absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, common installations in common with the Owners/Promoter, Co-Transferees and the other Owners and the other lawful occupants of the Complex/Project **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment **TO HAVE AND TO HOLD** the said Apartment hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s).

II. AND THE OWNERS, THE PROMOTER AND THE CONFIRMING PARTY DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER(S) as follows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Promoter/Confirming Party done or executed or knowingly suffered to the contrary the Owners/Promoter/Confirming Party are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment hereby granted sold conveyed, transferred, assigned or intended so to

be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Promoter/Confirming Party now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.

c) The said Apartment hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owners/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Promoter/Confirming Party.

d) The Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Promoter/Confirming Party or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser(s) shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owners/Promoter/Confirming Party and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment or any part thereof through under or in trust for the Owners shall and will from time to time and at all times hereafter at the request and cost of the Purchaser(s) make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment unto and to the use of the Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.

g) The Owners/Promoter/Confirming Party have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Apartment hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

III. AND THE PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:-

- a) to co-operate with the Maintenance In charge in the management and maintenance of the Complex/Project and other Common Purposes and formation of the Association.
- b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Complex/Project and in particular the Common Areas, Common Installations and other common purposes.
- c) to use the Apartment only for residential purpose in a decent and respectable manner and for no other purpose.
- d) unless the right of parking motor car is expressly granted and mentioned in the Part I of the Third Schedule hereunder written, the Purchaser(s) shall not park any motor car or any other vehicle at any place in the Complex/Project and if the right to park car is so expressly granted and mentioned in the Third Schedule the Purchaser(s) shall use the Car Parking Space only for the purpose of parking of their medium sized motor car.
- e) not to keep in the car parking space anything other than private motor car and shall not raise or put up any kutcha or pucca structure grilled wall or enclosure thereon or part thereof and shall keep it always as is where as before. Not to make dwelling or staying of any person in the car parking space or blocking by putting any articles.
- f) not to use any part of the Complex/Project or other Common Areas, Common Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-transferees.
- g) to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.
- h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the Complex/Project.
- i) not to claim any right whatsoever or howsoever over any other Apartment or portion in the Building Block/Project save the Apartment.
- j) not to make or permit to make any disturbing noises in the Complex/Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in such Apartment if the same shall cause disturbance or annoyance to the other occupants of the Building Block. No Purchaser(s) shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.

- k) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the Building Block save a letter-box in the ground floor at the designated place as be expressly approved or provided by the Promoter and a decent nameplate or signage outside or above the main gate of the Apartment. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment.
- l) no bird or animal shall be kept or harboured in the common areas of the Complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Complex/Project unless accompanied.
- m) not to alter the outer elevation of the Building Block or any part thereof nor decorate the exterior of the Building Block otherwise than in the manner agreed by the Maintenance in-charge in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times the Promoter's logo at the main gate of the Complex/Project.
- n) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other Common Areas, Common Installations or in any other portion of the Complex/Project nor into lavatories, cisterns, water or soil pipes serving the Building Block nor allow or permit any other Co-transferee to do so.
- o) not to commit or permit to be committed any alteration or changes in the main structures, beams, pillars, pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building Block.
- p) to keep the Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartments in the Building Block/Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the Building Block and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser(s) doth hereby covenant that the Purchaser(s) shall not make any form of alteration in the beams and columns passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- q) not to let out transfer or part with possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Apartment nor vice versa, with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other Co-transferee of the Building Block/Project and none else.
- r) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the Apartment.

- s) maintain at their own costs, the Apartment in the same good condition state and order – clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, Kolkata Municipal Corporation, CESC Ltd., and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of the lifts, Generator, water, common electricity, drainage, sewerage and other installations and amenities including the Promoter's logo at the Complex/Project and to make such additions and alterations in or about or relating to the Apartment and/or the New Building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Owners/Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Owners/Promoter/Confirming Party saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchaser(s).
- t) to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of Kolkata Municipal Corporation or the concerned authority and the Owners/Promoter/Confirming Party shall give their consent for the same.
- u) to keep all the pipes, drains, basins, sinks and water closets, if any, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.
- v) to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places by the Maintenance In-charge, the Ministry of Environment and/or any competent authority or organization.
- w) to collect and throw all refuse, rubbish, scrap, tins, bottles, boxes, containers of all kinds and article that are to be disposed of into the proper bins, receptacles or containers to be provided therefor and not to throw the same from through or over the windows or any part of the Apartment.
- x) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Apartment or any part of the Building Block/Project any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Maintenance-In-Charge.
- y) not to change or in any way, vary the frontage or the entrance door of the Apartment approved by the Owners/Promoter or Maintenance-In-Charge for access to the Apartment or in any way to cut or alter the entrance door without first having

obtained the written consent of the Owners/Promoter or Maintenance-In-Charge, which shall not to be unreasonably withheld.

z) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Apartment any weight greater than its load bearing capacity or as the Maintenance-In-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the Building Block/Project.

aa) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Complex/Project or the Apartment against loss or damage by fire or policies of insurance on the New Building or the Apartment against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by Maintenance in-charge and to repay to Maintenance in-charge on demand all sums paid by Maintenance-In-Charge by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of Maintenance-In-Charge.

bb) if required under the applicable laws, to insure and keep insured the Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Maintenance In-charge on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-Indemnity Clause and if the Purchaser(s) at any time fail(s) to keep the Apartment insured as aforesaid, Maintenance-In-Charge may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Purchaser(s) to Maintenance-In-Charge. Maintenance-In-Charge and/or the respective holders of areas in rest of the building shall insure their respective areas such policy shall include similar cross indemnity clause covering the Purchaser(s) for similar risks from the third party liabilities arising from the other parts of the Complex/Project.

cc) to be solely responsible for all their equipment and other property at the Apartment.

dd) not to place or take into the lifts without the prior approval of Maintenance-In-Charge any baggage, furniture, heavy articles or other goods.

ee) to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Apartment for selling of or dealing with the products or rendition of the services from the Apartment. As and when called upon to do so, the Purchaser(s) shall produce before the Maintenance In-charge, all such permissions and licenses and if the Maintenance In-charge is not satisfied and require of the Purchaser(s) to obtain

such other or further permissions or licenses from such authorities, the Purchaser(s) shall forthwith cause to obtain such permissions or licenses.

ff) to permit the Promoter or Maintenance in-charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and without previous notice in writing to the Purchaser(s) to enter upon the Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining Apartment of all defects, decays and want of repairs there found.

gg) to fix or install air conditioners only at the designated place within the Apartment and not elsewhere.

hh) to operate the cooling or ventilation equipment in the Apartment in accordance with the regulation made by the Promoter or Maintenance in-charge from time to time.

ii) not to play or use at the Apartment any equipment that is audible in the common parts or outside the Building Block/Project.

jj) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the Complex/Project.

kk) If any dispute relating to the Apartment arises by and between the Purchasers and the other occupiers of the other parts of the Building Block/Project such disputes and differences shall be adjudicated by the Owners/Promoter or the Maintenance-In-Charge alone whose decision shall be final and binding.

ll) No television aerial or other any other aerial shall be attached to or hung from the exterior of the Building Block. Further no antenna or aerial is also allowed to be installed on the roof.

mm) From the date of execution of this Indenture the Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings :-

i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to the Kolkata Municipal Corporation or the concerned authority Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Promoter or Maintenance-In-Charge proportionate share of all such rates and taxes assessed on the Complex/Project.

ii) All other taxes including GST if payable by the Maintenance-In-Charge, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Complex/Project as a whole and whether demanded from or payable by the Purchaser(s) or the Promoter or Maintenance in-charge, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Apartment and proportionately in case the same relates to the Complex/Project as a whole.

iii) Electricity charges for electricity consumed in or relating to the Apartment to the Promoter or the Maintenance-In-Charge based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Promoter or the Maintenance-In-Charge shall be liable to pay the same to CESC Ltd.

iv) Transmission loss charges for electricity required to be paid or incurred by the Developer or Maintenance in-charge proportionately. The said charges would be calculated and/or decided by the Developer or Maintenance-In-Charge and the decision of the Developer or Maintenance-In-Charge shall be final and binding on the Purchaser.

v) The recurring charges towards running and operation of the Generator to be calculated in the manner following:-

- Fuel charges on the basis of the KWH meter and the applicable fuel rates;
- Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.
- Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Developer or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator.
- Government duty at applicable rates on alternate generation of power.

vi) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Developer or the Maintenance-In-Charge on account of major repairs, replacement etc., of such Generator etc.;

vii) The proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Developer or the Maintenance in-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Developer or the Maintenance-In-Charge the maintenance charges calculated on actual basis per square feet per month of the Super Built-up Area of the Unit. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Developer or the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser.

viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay in payment of its bills).

mm) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments

herein mentioned shall be made within 7 days of demand being made by the Owners/Promoter or the Maintenance in-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left, in the Unit or in the letter box in the ground floor of the Building Block earmarked for the Unit.

nn) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser shall be deemed to be the act, default or omission of the Purchaser.

oo) Except the immediate preceding sub-clause, these house rules may be added to, amended or repealed at any time by the Promoter and after formation of the Association by the Association.

pp) not to disturb and/or uninstall ever in future the Promoter's logo "VINAYAK" placed on the main gate and the ultimate roof of the new building at the said land and to maintain the same in proper order and manner.

qq) not to raise any objection if the Promoter may extend the Project to any contiguous land in any side in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, and other amenities shall or may be part of a common integrated development.

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

a) If before formation of the Association, any dispute relating to the said Apartment arises by and between the Purchaser(s) and the other occupiers of the other parts of the Complex/Project such disputes and differences shall be adjudicated by the Promoter alone whose decision shall be final and binding. The Promoter might authorize the Maintenance-In-Charge to solve the said dispute. After the Association is formed, the same should be adjudicated by the Association alone.

b) Until the expiry of three months of a notice in writing given by the Promoter to the Purchaser(s) and the other co-transferees to take over charge of the acts relating to common purposes, the Promoter shall be the Maintenance-In-Charge and look after the common purposes and the Purchaser(s) undertake to regularly and punctually pay to the Promoter or its nominee the maintenance charges and other amounts payable by the Purchaser(s) herein.

c) So long the Promoter is the Maintenance-In-Charge, the Purchaser(s) shall not hold the Maintenance-In-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In-charge in its acts relating to the Common Purposes nor shall the Purchaser(s) be entitled to hold the Promoter responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser(s) as well as the Association shall remain liable to indemnify and keep indemnified the Promoter for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser(s) and/or the Association.

d) The notice contemplated hereinabove may be given by the Promoter at its sole discretion upon transfer of all the Apartments in the Complex/Project to the Co-transferees or, earlier, and immediately upon receipt of such notice, the Purchaser(s) along with the other Co-transferees shall at their own costs and expenses and in a lawful manner form the Association for the common purposes with the Co-transferees as shareholders or members, as the case may be, thereof and each shareholder or member shall have voting rights in such Association equivalent to one vote per Apartment, it being clarified that in case there be more than one Purchaser of one Apartment even then only one of such Purchaser who is nominated amongst them shall be entitled to have voting rights appertaining to their Apartment.

e) The Purchaser(s) and the other Co-transferees shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Promoter shall not in any manner be responsible and liable therefor except that in the event, the Promoter shall retain any Apartment, it shall also become a shareholder or member of the Association, as the case may be.

f) Upon formation of the Association, the Promoter shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Promoter hereunder or so intended to be or so desired by the Promoter hereafter) whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Promoter to all the Co-transferees for the time being of the Complex/Project without any further act on the part of the Promoter and whereupon only the Co-transferees shall be entitled thereto and obliged therefor. All reference to the Promoter herein with regard to the common purposes shall henceforth be deemed to be reference to the Association or the Co-transferees as the case may be.

g) At the time of handing over the charge to the Association or to the Co-transferees as the case may be the Promoter shall also transfer the residue then remaining of the deposit made by the Purchaser(s) hereinabove after adjusting all amounts then remaining due and payable by the Purchaser(s) and the amounts thus transferred shall be held by the Association or the Co-transferees to the Account of the Co-transferees respectively for the purpose thereof and the Purchaser(s) and the other Co-transferees and the Association shall remain liable to indemnify the Promoter for all liabilities due to non fulfillment of its obligations by the Purchaser(s) and/or the other Co-transferees and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the Complex/Project by the Association and/or Co-transferees (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the Building Block/Project).

h) The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.

i) In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser(s) under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Promoter or the Maintenance-In-Charge or the Association interest at the rate of 12% per annum and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

(a) Disconnect the supply of electricity to the Apartment.

(b) Withhold and stop all other utilities and facilities (including lifts, Generator, etc.) to the Purchaser(s) and his/her servants, visitors, guests, tenants, licenses and/or to the Apartment.

(c) To demand and directly realise rent and/or other amounts becoming payable to the Purchaser(s) by any tenant or licensee or other occupant in respect of the Apartment.

j) Until the appointment of Maintenance-In-Charge by the Promoter, the Promoter shall be the Maintenance-In-Charge and look after the Common Purposes and the Purchaser(s) undertake(s) to regularly and punctually pay to the Promoter or its nominee or Maintenance-In-Charge the maintenance charges and other amounts payable by the Purchaser(s) hereunder.

k) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Promoter or the Maintenance-In-Charge from time to time for the common purposes.

l) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser(s) shall be deemed to be the act, default or omission of the Purchaser(s).

m) The proportionate share of the Purchaser(s) in various matters referred herein shall be such as be determined by the Promoter and the Purchaser(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

n) Save the said Apartment the Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas or Car Parking Spaces at the Complex/Project and the Owners/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Owners/Promoter in their absolute discretion, shall think fit and proper and the Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Owners/Promoter exclusively.

o) The undivided share in the land below and underneath the Building Block and the said land comprised in the Complex hereby sold and transferred and attributable to the Said Apartment shall always remain indivisible and impartible.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises)

ALL THAT the piece and parcel of land measuring an area of 8 Cottahs 8 Chittaks, be the same a little more or less, situate lying at and being the Municipal Premises No.9, Shyama Prasad Mukherjee Road, Police Station Bhawanipore, Kolkata 700 025, Assessee No.110723100069, Ward No.72 within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner following :-

- On the North : the temple of Gopaleswar Mahadeb at 7B, S.P. Mukherjee Road & 2 shops;
- On the South : 11, S.P. Mukerjee Road;
- On the East : Vacant land belonging to Nafar Atta;
- On the West : S.P. Mukherjee Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Part I)
(The Apartment)

All That the **Apartment No.**____ containing a carpet area of ____ sq. ft., type ____ BHK, **WITH** Exclusive balcony area of ____ sq feet, **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of ____ Square Feet , be the same a little more or less on the ____ **Floor** of the Project to be known as “**ZENITH**” together with right to park ____ car at the covered parking space in the ground floor level **being no.**____ situated within the said Project on the said Land **TOGETHER WITH** the prorata share in all common areas as permissible under law.

PART II
SPECIFICATIONS OF THE APARTMENT
(Specifications)

Living / Dining / Lobby / Passage	
Floor	Vitrified Tiles
Walls & Ceiling	POP

Bedrooms

Floor	Vitrified Tiles in Bedrooms
Walls	POP

Kitchen	
Walls	Rectified Joint Free tiles up to 2'- 0" on counter walls and wash areas , Balance POP
Floor	Tiles.
Counter	Granite Counter.
Fitting / Fixtures	Stainless Steel Sink with reputed make fittings.

Bathrooms	
Walls & Floor	Walls – Joint Free Rectified tiles, Floor - Anti Skid Ceramic tiles
Sanitary Ware / CP Fittings	Reputed sanitary ware and fittings
Doors & Windows	
Entrance Doors	Flush Doors
Internal Doors	Flush Doors.
Windows	Sliding Aluminium windows.

Electrical

Modular switches with copper wiring	
Power Backup	For common areas
Apartment Type	Power Backup at extra cost

Lobby	
Entrance Lobby	Exquisitely designed at ground floor
Lift	Automatic Lift of reputed make

CCTV AND INTERCOM	

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON AREAS

- (a) Paths passages and driveways, of which only those will be used by the Purchaser as shall be necessary for ingress to and egress from the Unit and shall exclude those which shall be reserved by the Developer for their own use for any purpose.
- (b) Staircases, lobbies and landings of the New building of which only those will be used by the Purchaser as shall be necessary for ingress to and egress from the Unit.
- (c) Lifts along with lift shafts and accessories, as also the elevators, of which only those will be used by the Purchaser as shall be necessary for ingress to and egress from the Unit.
- (d) Electrical wiring and fittings and fixtures for lighting the staircase, lobby, common toilets landings and passages.
- (e) Existing water supply system in the New building (charges where for are to be paid separately as stated herein).
- (f) Overhead water tank(s) and underground water reservoir/s with distribution pipes there from connecting to different Units and from the underground water reservoir/s to the over-head water tank/s.

- (g) Water waste and sewage evacuation pipes from the different Units to drains and sewers common to the New building.
- (h) Drains and sewers from the New building to the municipal drain.
- (i) Main entrance to and exit from the New building.
- (j) Other Common Areas and Installations in the New building and the New building which shall be expressed and intended by the Developer or Maintenance in-charge for common use and enjoyment of the occupants of the New building.

(Specifications)

Living / Dining / Lobby / Passage	
Floor	Vitrified Tiles
Walls & Ceiling	POP

Bedrooms	
Floor	Vitrified Tiles in Bedrooms
Walls	POP

Kitchen	
Walls	Rectified Joint Free tiles up to 2'- 0" on counter walls and wash areas , Balance POP
Floor	Tiles.
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Electrical	
Modular switches with copper wiring	
Power Backup	For common areas
Apartment Type	Power Backup at extra cost

Lobby	
Entrance Lobby	Exquisitely designed at ground floor
Lift	Automatic Lift of reputed make

CCTV AND INTERCOM	
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THE FOURTH SCHEDULE ABOVE REFERRED TO :
(Common Maintenance Expenses)

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Complex and enjoyed or used by the Purchaser/s in common with other occupiers or serving more than one Unit and main entrance and exit gates, landings and staircases of the Complex/ Building Block and enjoyed by the Purchaser or used by him/her/it/them in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchaser/s in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.

4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Developers or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the Complex (save those assessed separately in respect of any).
6. **INSURANCE :** Insurance premium for insurance of the Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

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

1.

2.

SIGNED SEALED AND DELIVERED by the **CONFIRMING PARTY** at Kolkata in the presence of:-

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

1.

2.

SIGNED AND DELIVERED by the
PURCHASER(S) at Kolkata in the presence of:-

1.

2.

Drafted by,

MEMO OF CONSIDERATION

R E C E I V E D of and from the within-named Purchaser(s) the within-mentioned sum of **Rs.** _____/- (**Rupees** _____ **only**) being the full consideration money for sale of the Unit described in the **Second Schedule** written herein above, by way of various cheques/RTGS/NEFT of different dates.

WITNESSES :

1.

2.

Signature of the PROMOTER/DEVELOPER

DATED THIS DAY OF 20__
#####

B E T W E E N

ISWAR GOPALESWAR MAHADEB
... OWNERS

A N D

SANGEETA BANERJEE ALIAS SANGITA
BANERJEE
... CONFIRMING PARTY

AND

KYAL DEVELOPERS PVT LTD
... PROMOTER

A N D

... PURCHASER(S)

I N D E N T U R E
ZENITH

VICTOR MOSES & CO.
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA 700 001