

THIS INDENTURE OF SALE is made at Kolkata on this ____ day of _____ **Two Thousand _____ (20__)**

BETWEEN

EDEN REALTY VENTURES PRIVATE LIMITED (CIN No U701011WB2003PTC095829), a company incorporated under the provisions of the Companies Act, 1956, having its registered office and its corporate office at 7, Jawahar Lal Nehru Road, Metropolitan Building, Kolkata – 700013 (PAN AAACL9697H), represented by its Authorised Signatory Mr. _____ son of Mr. _____, Permanent Account No. _____ working for gain at _____ Kolkata – 700 0__, hereinafter referred to as the “Vendor/Promoter” (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 **ONE PART**

AND

[If the Allottee/Purchaser is a company]

.....,(CIN no) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at(PAN), represented by its authorized signatory, (Aadhar no.) duly authorized vide board resolution dated, hereinafter referred to as the “Allottee/Purchaser” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[If the Allottee/Purchaser is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (Aadhar no.) duly authorized vide hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee/Purchaser is an Individual]

Mr./Ms.(Aadhar no.) son / daughter of....., aged about residing at....., (PAN.....) hereinafter called the “Allottee/Purchaser” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee/Purchaser is a HUF]

Mr., (Aadhar no.)
 son ofaged about for self and as the Karta of the Hindu Joint
 Mitakshara Family known as HUF, having its place of business / residence at
(PAN), hereinafter referred to as the
 “Allottee/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 **OTHER PART**.

The Vendor/Promoter and Allottee/Purchaser shall hereinafter collectively be referred to as the
 “Parties” and individually as a “Party”.

WHEREAS

1. The Vendor/Promoter is engaged in real estate business relating to purchase of land, development of land, buildings, houses and other infrastructural facilities;
2. With an intent to develop a housing complex in Joka, Kolkata, the Vendor/Promoter had purchased plots of land admeasuring in aggregate to 7(seven) katha - 07(seven) chhatak 26(twenty six) sq.ft totally admeasuring 5381 square feet equivalent to 499.907 square metres be the same a little more or less from one Sajal Chakraborty free from all encumbrances, tenancies, charges, mortgages, liens, trust, *lispendens*, attachments/execution and/or acquisition/requisition/proceedings.
3. In pursuance of the aforesaid, the Vendor/Promoter became the absolute owner of land and also is in possession of land measuring approximately 7(seven) kathas 07(seven) chhataks 26(twenty six) sq.ft totally admeasuring 5381 square feet equivalent to 499.907 square metres be the same a little more or less and more fully described in **Part I** of the **First Schedule** hereunder written and delineated on the plan hereto annexed and marked as **Annexure “A” (“Plan”)** and thereon shown surrounded by yellow colour boundary lines (hereinafter referred to as “**the Larger Property**”);
4. After purchase of the Larger Property, the Vendor/Promoter gifted (i) land admeasuring 1010 sq.ft. to Kolkata Municipal Corporation; (ii) land admeasuring 31 sq ft to Kolkata Municipal Corporation, being portions of the said Larger Property by and under two separate Deeds of Gift, particulars whereof are set out in **Part-II** of the **First Schedule** hereunder written and delineated on the Plan and thereon shown surrounded by brown colour boundary lines;
5. Subsequent to the Deed(s) of Gift, as aforesaid, the Vendor/Promoter is seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land

- measuring in aggregate approximately 498.693 Square Metres or thereabouts more particularly described in **the Second Schedule** hereunder written (hereinafter referred to as **“the said Property”**) as delineated on the Plan and shown in orange colour boundary;
6. The Vendor/Promoter has been paying land revenue in respect of the said Property to the Government of West Bengal and the Vendor/Promoter has mutated its name in the records of the Kolkata Municipal Corporation in respect of the said Property as the owner thereof and has been paying municipal taxes in respect thereof to the Kolkata Municipal Corporation;
 7. The Vendor/Promoter had submitted to the Kolkata Municipal Corporation a plan for construction of residential building on the said Property and has deposited necessary sanction fees and other fees payable to Kolkata Municipal Corporation and the Kolkata Municipal Corporation has duly sanctioned the building plan vide No. 2017160263 dated 26th Oct 2017 and the Vendor/Promoter named the project as **“Solace Joka”**;
 8. In pursuance of the aforesaid and in the course of development of the said Property, the Vendor/Promoter has constructed thereon one building, comprising of Ground plus Three upper floors (G+3) (hereinafter referred to as the **“said Building”**) in accordance with the above recited building plan, designs and specifications sanctioned by Kolkata Municipal Corporation and plan of which has been perused and agreed to by the Allottee/Purchaser and thereafter the Vendor/Promoter has constructed building and infrastructural facilities in accordance with sanctioned plan;
 9. The Allottee/Purchaser has booked for purchase of **Apartment/Flat/Flat No. _____ on the ___ floor**, of the said Building admeasuring _____ sq. ft. (**Carpet Area**) (hereinafter referred to as **Apartment/Flat/Flat**) together with **one car parking** from the Vendor/Promoter at a total consideration of **Rs. _____**, and has paid a sum of **Rs. _____** towards application amount on the booking of the Apartment/Flat/Flat and accepted and agreed to the Terms and Conditions issued by the Vendor/Promoter with the Application form and Allotment letter dated _____.
 10. The Allottee/Purchaser, himself and /or through his advocate, has inspected the relevant documents and is fully satisfied with the title of the Vendor/Promoter to the said Property, sanctioned plans, the powers and authorities of the Vendor/Promoter to sell the apartments in the said Property constructed thereon, the plans and specification of the construction, common areas, facilities and amenities to be provided with the apartment/flat booked by the Allottee/Purchaser;
 11. The Vendor/Promoter has represented that it has completed construction of the said Building on the said Property in accordance with the building plan sanctioned by _____ and has obtained Occupancy Certificate dated _____, from _____ in respect thereof.

12. The Vendor/Promoter has represented to the Allottee/Purchaser that the **Apartment/Flat No.** _____ allotted to Allottee/Purchaser and **one car parking**, is complete in all respects; and the Allottee/Purchaser has inspected and confirmed the same.
13. Pursuant to the “Call for Possession” notice dated _____ issued by the Vendor/Promoter to the Allottee/Purchaser, the Allottee/Purchaser has paid all dues to the Vendor/Promoter and has requested the Vendor/Promoter to execute and register this Indenture of Sale in favour of the Allottee/Purchaser and to deliver vacant and peaceful possession of the aforesaid **Apartment/Flat No.** _____ in the said Building and **one car parking**.

NOW THIS INDENTURE WITNESSETH:-

- I.** That in the said Building aforesaid and in consideration of the sum **Rs.** _____ for **Apartment/Flat No.** _____ along with **one car parking** paid by the Allottee/Purchaser to the Vendor/Promoter by way of consideration money on or before the execution of these presents [the receipt whereof the Vendor/Promoter doth hereby as well as by the Receipt and **Memo** hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit, release and discharge the Allottee/Purchaser and the said **Apartment/Flat No.** _____ admeasuring _____ **sq. ft. (Carpet Area)** situated on the _____ **floor** and **one car parking** admeasuring _____ **sq. ft.**, the Vendor/Promoter doth hereby grant, transfer, sell, convey, assign and assure and confirm to and unto the Allottee/Purchaser all that the **Apartment/Flat No.** _____ admeasuring _____ **sq. ft. (Carpet Area)** on the _____ **Floor**, (“the said **Apartment/Flat**”) morefully described in **Part I of the Third Schedule** in the building together with **one car parking** admeasuring _____ **sq. ft** on the ground floor more fully described in **Part II of the Third Schedule** hereunder written together with undivided proportionate share or interest in the land together with undivided proportionate share or interest in the common areas, facilities and amenities of the said Building morefully described in **Part-I of the Fourth Schedule** hereunder written together with the common areas, facilities and amenities of the subject to the terms, conditions and provisions contained herein but otherwise free from all encumbrances, charges, liens, lis-pendens, trust, execution and attachment/ acquisition/requisition proceedings and all other liabilities whatsoever (the said **Apartment/Flat No.** _____, **one car parking**, and all other rights and properties hereby sold and transferred and/or expressed or intended to be sold and transferred are hereinafter collectively referred to as “**the said Premises**”) **AND** the reversion or reversions and remainder or remainders and the rent, issues and profits thereof **AND** all the estate, right, title, claim,

interest and demand whatsoever both at law and in equity of the Vendor/Promoter in the said Premises or any part or parcel thereof **TO HAVE AND TO HOLD** the said Premises hereby sold, transferred and conveyed to and unto the use of the Allottee/Purchaser absolutely and forever **AND SUBJECT TO** the observance of the terms, conditions and covenants and the stipulation and obligations to be observed by the Allottee/Purchaser as mentioned in the **Fifth Schedule** hereunder written **SUBJECT TO** the Allottee/Purchaser's paying and discharging all the taxes and impositions on the said Premises wholly and all the common expenses proportionately as are mentioned in the **Sixth Schedule** hereunder written and all rents, taxes, assessment, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof in connection with the said Premises wholly and the said Residential Complex proportionately and subject to the condition that the said Apartment/Flat will be used only for residential purpose and no other.

II. THE VENDOR/PROMOTER HEREBY COVENANTS WITH THE ALLOTTEE/PURCHASER AS FOLLOWS:-

- (a) That notwithstanding any act, deed or thing by the Vendor/Promoter executed or knowingly suffered to the contrary, that the interest which the Vendor/Promoter doth hereby profess to transfer and that the Vendor/Promoter has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Allottee/Purchaser the said Premises and all other rights attached thereto.
- (b) It shall be lawful for the Allottee/Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said Premises and/or every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor/Promoter or any person or persons claiming through, under or in trust for the Vendor/Promoter.
- (c) The said Premises and all other properties and rights hereby transferred are freed from all encumbrances, attachments, liens, lispensens whatsoever and freely, clearly and absolutely and forever released and discharged or otherwise by the Vendor/Promoter and well and sufficiently saved kept harmless and indemnified from and against all claims, demands charge and encumbrances whatsoever and have made or suffered by the Vendor/Promoter and/or any person or persons lawfully and equitably claiming, as aforesaid.
- (d) The Vendor/Promoter shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee/Purchaser make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further better or more perfectly and absolutely assuring the

said Premises together with the rights hereby granted unto the Allottee/Purchaser and in the manner aforesaid.

- (e) The Vendor/Promoter hereby agrees and undertakes that till handover of all the apartments to the respective Allottee/Purchaser the Vendor/Promoter either by itself or through its nominated Maintenance Agent/Company will maintain the common areas, facilities and amenities, irrespective of actual date whether the Allottee/Purchaser has taken physical possession of the said Apartment/Flat subject to the payment of maintenance charges and electricity charges of the common areas of the said Premises and common areas, facilities and amenities at such rate or rates as may be prescribed by the Vendor/Promoter or its nominated Maintenance Agent/Company from time to time. The maintenance charges (excluding electricity charges for common areas of the said Building) for the first two years shall be paid by the Allottee/Purchaser in advance to the Vendor/Promoter /Maintenance Company as the case may be and electricity charges for common areas of the said Building shall be paid by the Allottee/Purchaser separately to the Vendor/Promoter /Maintenance Company as and when demanded. In subsequent years maintenance charges and electricity charges for common areas of the said Building will be payable within Seven days of raising of bill(s) by the Vendor/Promoter/Maintenance Company/Resident's Association.
- (f) The Vendor/Promoter hereby agrees and undertakes that on handover of all the apartments to the respective Allottee/Purchaser, an association shall be constituted and/or formed by the Vendor/Promoter for the purposes of *inter alia* maintenance of the common areas, facilities and amenities of the said Building.
- (g) The Association formed shall either be a Society or a Private Limited Company or an Organization in any other form (herein referred to as "**Association**") and all the Allottee/Purchasers of Apartment/Flat in the said Building has compulsorily to be the member of such association.
- (h) The Vendor/Promoter shall frame rules, regulations, mandates, laws and bye laws devised and promulgated in respect of the common interest of the Apartment/Flat owners relating to the maintenance of the common areas, facilities and amenities of the said Building and services relating thereto which shall be binding on all the Allottee/Purchasers of apartment(s) in the said Building.
- (i) The Vendor/Promoter, upon formation of the Board /Committee or Governing Body of the Association as the case may be, shall handover the original title deeds, plans and other documents in relation to the said Property and the Association shall keep the same safe, un-obliterated and un-cancelled and at all-time upon reasonable request and at the cost of the Apartment/Flat owner produce or caused to be produced to the such owner or its advocate or before any court or authority for inspection or otherwise as occasion shall require in connection with the said Premises and shall also serve at

like request and cost of the apartment owner attested or other copies of extract from the same whenever required.

- (j) The Association will have all powers and authorities, rights and obligation to represent as the final and absolute authority for management of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto in the common interest of the Apartment/Flat owners.
- (k) The duties and responsibilities of the Association will be to facilitate administration, management, upkeep, maintenance, up gradation and improvement of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto.

III. THE ALLOTTEE/PURCHASER HEREBY COVENANTS AND AGREES WITH THE VENDOR/PROMOTER as follows:-

(a) The Allottee/Purchaser shall have proportionate undivided right over the common areas, facilities and amenities of the said Building as specified in the **Fourth Schedule** hereunder written.

(b) The Allottee/Purchaser for himself/herself/itself and his/her heirs, executors, administrators and assigns doth hereby covenant with the Vendor/Promoter and/or other co-owners of the other apartments in the said Building that (i) the Allottee/Purchaser shall observe, perform and fulfill the covenants, stipulations and obligations required to be performed by the Allottee/Purchaser as mentioned in the **Fifth Schedule** hereunder written (ii) the Allottee/Purchaser shall abide by the bye-laws/ rules/ regulations as may be applicable to the said Building from time to time and pay all taxes, duties, maintenance charges, electricity charges for common areas of the said Building and all other outgoings in respect of the said Premises wholly and in respect of the common areas and portions of said Building proportionately and all other expenses incidental to the management of the said Building. Such payment shall be made by the Allottee/Purchaser within Seven days of raising of bill(s) by the Vendor/Promoter/Maintenance Company/Association. (iii) the Allottee/Purchaser shall use the said Apartment/Flat for residential purpose only and for no other purpose and (iv) the Allottee/Purchaser shall not do any work which would jeopardise the soundness or safety of the said premises and Residential Complex, reduce the value thereof or impair any easement nor shall the Allottee/Purchaser add any material structure or excavate any additional basement or cellar without, in every such case, the approval of the Vendor/Promoter/ Maintenance Company/Association.

(c) The Allottee/Purchaser shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the Vendor/Promoter and/or the

Allottee/Purchaser of other premises in the said Building is prejudiced and affected in any manner whatsoever.

(d) The Allottee/Purchaser hereby agrees and undertakes to the Vendor/Promoter that the Allottee/Purchaser shall bear and pay proportionately all common expenses payable by the Allottee/Purchaser as may be determined and fixed by the Vendor/Promoter or the Maintenance Company or the Association, as the case may be.

(e) Vendor/Promoter shall bear all municipal taxes, rates, levies, surcharges and outgoings of or on the said premises and appurtenances relating from the date of possession or registration of the Indenture of Sale in favour of the Allottee/Purchaser whichever is earlier. Deemed date of possession shall mean _____ days after issuance of “notice of possession / call for possession” for taking over of possession of his / her / its apartment in person or through agent or attorney irrespective of actual possession of the apartment has been taken or not.

(f) So long as each Apartment/Flat is not separately assessed for municipal taxes, rates, levies, surcharges and outgoings, the Allottee/Purchaser shall pay his/her/its proportionate taxes, rates, levies, surcharges and outgoings as determined by the Vendor/Promoter.

(g) The Allottee/Purchaser shall use the said Apartment/Flat and every part thereof only for the purpose of residence and shall not permit the same to be used for the purpose of office showroom/shop/godown or for carrying on any industry or business.

(h) The Allottee/Purchaser shall be bound by rules, regulations, mandates, laws and bye laws devised and promulgated in the common interest of the apartment owners relating to maintenance of the common areas, facilities and amenities of the said Building and services relating thereto.

(i) The Allottee/Purchaser hereby agrees that in the event of delay / default by the Allottee/Purchaser in payment of the Maintenance Charges/ utility charges and electricity charges for common areas of the said Building by the due date mentioned in the bills relating to maintenance of common areas, facilities and amenities, then the Allottee/Purchaser shall be liable to make good such short fall within fifteen (15) days failing which the Allottee/Purchaser shall be liable to pay interest @ ...% p.a. on the unpaid amount for the period of delay in payment after the due date. If the Allottee/Purchaser defaults in making the shortfall within a further period of fifteen (15) days, the Vendor/Promoter / Maintenance Company/ Association shall have the right to withhold / discontinue the Maintenance Services / utilities for the Said Apartment/Flat, at any time, without any further notice.

(j) The Allottee/Purchaser shall be bound by rules, regulations, mandates, laws and bye-laws devised and promulgated relating to use of facilities, amenities.

(k) The Allottee/Purchaser shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the mutual interests of the Vendor/Promoter and of the other Allottee/Purchasers/ occupants of the other apartments in the said Building. The Vendor/Promoters have the absolute authority and control as regards to all the unsold apartments and other apartments and car / two-wheeler parking spaces in the said Building and the disposal/ transfer the right to use thereof.

IV. The Parties hereto agree that the Vendor/Promoter as owner of the said Property will submit the said premises and said Property and the unsold apartments (if any) in the said Building together with the Allottee/Purchaser as owner of the said Premises and Allottee/Purchasers of the other apartments and car parking spaces to the provisions of the West Bengal Apartment Ownership Act, 1972 (“**the Act**”) as amended from time to time and will execute and register such declaration and instruments as shall be required to be filed with the competent authority and the Allottee/Purchaser agrees to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, and extend all co-operation to the Vendor/Promoter as may be necessary for the purposes of submitting the Residential Complex / said Premises to the provisions of the Act.

V. The Parties hereto agree with the Roof rights in the mentioned modality: The ultimate roof of the said Building shall mean the roof which will be for the common use of all the Purchasers of the said Building. The Vendor/Promoter has installed an elevated Grid Tied Rooftop Solar Panel Installation, which will provide shaded area and may be used for community activities. The Vendor/Promoter shall have the right of putting up signage and hoarding including neon sign of its name / logo / brand or the name of its segment or affiliates, as well as its products, on the roof or walls or common areas of the said Building at its sole discretion. The Terms with regards to the “Grid Connected Roof Top Solar Power Plant Installation” is laid down in **Seventh Schedule** hereunder.

The recitals, annexures and schedules form part of this Indenture and shall have the same force and effect as if expressly set out in the body of this Indenture, and any reference to this Indenture shall include any recitals, annexures and schedules to it.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART-I

LARGER LAND

All that piece and parcel of Land measuring about 6(six) katha -13(thirteen) Chhatak 40(forty) sq.ft within R.S Dag No.378 under R.S Khaitan no.202 and land measuring 9(Nine) chhatak 31 (thirty one) sq.ft within R.S Dag No. 377 under R.S Khaitan No.578 aggregating to 7(seven) katha - 07(seven) chhatak 26(twenty six) sq.ft totally admeasuring 5381 square feet equivalent to 499.907 square metres and situated at Mouza Hanspukuria, Pargana-Khaspur, Touzi no.14, J.L.No.20, R.S No. 36, Thakurpukur, Sub-division A.D.S.R Office Behala, District 24 Parganas (South) under Kolkata Municipal Corporation.

PART-II

1. By a Deed of Gift dated 30th June 2017, Registered Deed no. 160705795/2017 and registered in the Office of the Additional District Sub-Registrar, Behala, in Book No. I, Volume No. 1607-2017, Pages 166661 to 166676 for land admeasuring 1010 sq.ft. to Kolkata Municipal Corporation from Eden Realty Ventures Private Ltd.
2. By a Deed of Gift dated 30th June 2017, Registered Deed no. 160705796/2017 and registered in the Office of the Additional District Sub-Registrar, Behala, in Book No. I, Volume No. 1607-2017, Pages 166630 to 166645 for land admeasuring 31 sq.ft. to Kolkata Municipal Corporation from Eden Realty Ventures Private Ltd.

THE SECOND SCHEDULE

[DESCRIPTION OF THE SAID PROPERTY]

(Description of land to be retained by the Vendor/Promoter)

ALL THAT piece and parcel of land measuring about 498.693 Square Meter and situated at Mouza Hanspukuria, Pargana-Khaspur, Touzi no.14, J.L.No.20, R.S No. 36, Thakurpukur, Sub-division A.D.S.R Office Behala, District 24 Parganas (South), mutated with respect to Premises No. 39/1, Hanspukur Green Park, Ward No. 144 having Assessee No. 71-144-08-0126-6, in the records of Kolkata Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I

[DESCRIPTION OF APARTMENT]

All THAT Apartment/Flat No. _____ on _____ floor

The said Apartment/Flat is shown in the map/plan annexed hereto and marked with **RED** border and marked as Annexure 'B'.

PART-II

[DESCRIPTION OF PARKING SPACE]

One Car Parking Space for parking one medium sized car.

FOURTH SCHEDULE

PART-I

[COMMON AREAS, FACILITIES AND AMENITIES INSIDE THE BUILDING]

1. Entrance lobbies and common circulation spaces.
2. Walk up staircases and landings of all floors and stair lobbies and stair windows.
3. Lift / Lift Shaft and Lift Lobbies.
4. Common passage / corridor.
5. Electrical ducts and risers, fitting, fixtures, lights, switches etc for the common areas of the said Building.
6. Electrical Duct doors, common terrace frames and shutters, stair & common area railings etc
7. Plumbing pipes and valves, fittings etc for water distribution system.
8. Rising main of electricity cables from electrical Meter Boards.
9. Sewerage and storm water drainage pipe works.
10. Overhead Water reservoir (potable and re-use), if any.
11. Voice/Data cables risers and distribution network inside the building common area.
12. Cable TV risers and distribution network in the building common area.
13. Service Toilets.

PART-II

[COMMON AREAS, FACILITIES AND AMENITIES OUTSIDE THE BUILDING]

1. Internal roads, pathways, passages and driveways. Security room.
2. Streetlights, Campus lights and fixtures, electrical installations.
4. Boundary wall/ fencing, if any.
5. Road/Block signage
6. Underground water reservoir, water pumping station and pump house.
7. Pumps and Pumps Accessories.
9. D. G. Sets, switch gears, control panels etc.
10. Sewage Treatment Plant.
11. Sewage and storm drainage system.
12. Water distribution network.
13. Community space Facilities on Roof top.
15. Elevated Solar Panels on Roof top.
16. All infrastructural facilities/works including water storage tanks, Water supply bore wells, Sewerage, drainage, water supply and accessories thereto.

17. All electrical installations/works including panels, cables, cable trench and accessories thereto.

THE FIFTH SCHEDULE ABOVE REFERRED TO

[TERMS, CONDITIONS, COVENANTS AND STIPULATIONS AND OBLIGATIONS TO BE OBSERVED]

I. OBLIGATIONS:

1. To co-operate with the management and maintenance of the said Apartment/Flat, said Building and the said Building and to abide by the direction and/or decisions of the Vendor/ Maintenance Company/ Association, as may be, made from time to time in the best interest of the said Building.
2. To abide by the terms, conditions and stipulations/regulations as may be prescribed or made applicable by Government of West Bengal, or any statutory/public body or authority in respect of the said Building standing thereon;
3. To observe the rules and regulations contained and framed from time to time by the Vendor/Maintenance Company/ Association for quiet and peaceful enjoyment of the said Building and the said Building and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the municipality and of Government and other public bodies.
4. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Vendor / Maintenance Company / Association regarding the occupation and use of the said Apartment/Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Indenture.
5. To maintain the said Apartment/Flat at its own cost in such a good tenantable state of repair and condition from the date of possession of the said Apartment/Flat as shall at all times hereafter ensure the maintenance of support and protection to the said Apartment/Flat.
6. To permit the Vendor/Maintenance Company/Association and/or their agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention to enter into the said Apartment/Flat for the purpose of repairing any of the common areas or any appurtenance to any apartment and/ or anything comprised in any apartment, in so far as the same cannot be carried out without such entry.
7. All time hereafter to contribute and pay such sum as may be determined from time to time towards the management, maintenance repairs and upkeep the said Building. Such payments are to be made to the Vendor/Maintenance Company/Association.

8. To pay all proportionate charges for electricity relating to the common areas, facilities and amenities of the Towers and common areas of the entire said Building except the electricity charges of Club and Community Halls, and the Maintenance Charges of the said Building to the Vendor/Maintenance Company/Association.
9. To pay all damages to any common fixtures and fittings of the said Building and/or the said Building caused by the Purchaser/Allottee(s) of the said Apartment/Flat or his/her guests or servants to the Vendor/Maintenance Company/Association.
10. To carry out at its own cost all internal repairs to the said Apartment/Flat and maintain the said Apartment/Flat in same condition, state and order in which it was delivered by the Vendor to the Purchaser/Allottee or anyone claiming through them.
11. Water for car washing and cleaning of the common areas shall be drawn from the designated water outlets in the said Building.

II. **NEGATIVE COVENANTS** :

The Purchaser/Allottee of the Apartment/Flat shall:-

- 1.(a) Not to make any structural additions and/or alterations to the said Apartment/Flat such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of Vendor/Maintenance Company/Association as the case may be.
- (b) Not to fix collapsible gates, grills, grill gates in the said Apartment/Flat without prior permission of the Vendor/Maintenance Company/Association as the case may be.
- (c) Not to erect any compound wall/any other fencing within the said Building.
2. (a) Not to build, erect or put upon the common areas, facilities and amenities of said Building any item of any nature whatsoever;
- (b) Not to obstruct any pathways, driveways, passages, side-walks and lobbies used for any purpose other than for ingress and egress.
3. Not to lessen or diminish the support or protection now given or afforded by all parts of the said Apartment/Flat to the upper and/or lower apartment and in particular not to submit the floor of the upper apartment to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight.
4. Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the said Building or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Apartment/Flat is

situated, including entrances of the said Building and in case any damage is caused to the said Building in which the said Apartment/Flat is situated or the said Apartment/Flat on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.

5. Not to do or cause anything to be done in or around the said Apartment/Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Building and apartments therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.
6. Not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the said Building and the entire said Building at any time or the fittings and fixtures affixed thereto.
7. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Building which in the opinion of the Vendor or its successors in title differs of the said Building or deviation or which in the opinion of the Vendor (or others as above) may affect the elevation in respect of the exterior walls of the said Building.
8. Not to install grills, the design of which has not been suggested and/or approved by the Vendor / Maintenance Company or in any other manner do any other act which would in the opinion of the Vendor/ Maintenance Company, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Building.
9. Not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper apartments save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Apartment/Flat.
10. Not to use the said Apartment/Flat for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purposes.
11. Not to cause or permit obstruction of any drain or pipe used in common with the other apartment owner(s) for the passage of water or soil in connection with the said Building.
12. Not to do permit or suffer to be done in or upon the apartments anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Co-purchaser(s) and/or Occupier(s) or the owner(s) of the neighbouring apartments, in the said Building.

13. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the said Building, the entire said Building except in the space for garbage to be provided in the ground floor of the said Building.
14. Not to make or permit any disturbing noises in the said Building by the Purchaser/Allottee(s) himself, his family, his invitees or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other apartment owner(s).
15. Not to put the names in entry passages excepting in the proper place provided by Vendor/Maintenance Company for the use of the said Apartment/Flat occupied by the Purchaser/Allottee(s) or his/her/its nominee(s).
16. Not to allow dust, rubbish or litter swept from the said Apartment/Flat to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall deposit it in a particular place earmarked for that purpose.
17. Not to loiter in the pathways, lobbies or passage ways without proper reasons.
18. Not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Purchaser/Allottee(s) or his/her/its servants or their guest out of the windows and/or doors or any where on the common areas of the said Building, common areas of the entire said Building and Car / Two Wheeler Parking lot nor shall shades, window guards or any temporary article to be hung from or placed outside the window or said Building.
19. Not to permit common areas of the said Building to be fouled by dogs or other animals coming from the said Apartment/Flat.
20. Not to store or bring and allow to be stored and brought in the said Apartment/Flat any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Tower or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Apartment/Flat.
21. Not to subdivide the said Apartment/Flat and/or the parking space(s) as allocated thereof.
22. Not to close any windows or make openings in the walls or through the walls of the said Apartment/Flat.
23. Not to claim any exclusive right over and in respect of common areas, amenities and facilities of the said Building including Water Storage Tank for the Fire Fighting arrangement.

24. Not to repair / renovate / modify any beam, column or slab supporting the floors of the said Apartment/Flat without giving notice to Vendor/Maintenance Company/Association as the case may be of the intention so to do giving details of the work intended to be done so that Vendor/Maintenance Company/Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given.
25. Not to display or affix any neon-sign or signboard on any outer wall of the Tower or the apartment or the common areas and common parts of the said Building save to the extent and at a place that may be specified from time to time by Vendor/Maintenance Company/Association.
26. Not to claim any partition or sub-division of the land and/or common areas, facilities and amenities and not to partition the apartments by metes and bounds.
27. Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any apartment in or any part of the said Building or cause any increased premium to be payable in respect thereof.
28. Not to do or suffer to be done anything to in or about the said Apartment/Flat or the Tower or in the staircase and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority and in the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned authority or change/alter or make addition in or to the Tower in which the said Apartment/Flat is situated and the said Apartment/Flat itself or any part thereof.
29. Not to refuse or neglect to carry out any work directed to be executed in the said Building or in the said Apartment/Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Vendor/Maintenance Company liable for execution of such works.
30. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Tower in any manner whatsoever.
31. Not to enclose any balcony in the said Apartment/Flat except with grills with designs approved by the Vendor/Maintenance Company.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[COMMON EXPENSES]

1. The expenses of maintaining, repairing, redecorating etc., of the common areas and facilities of the said Building and common areas of the said Building.

2. The cost of cleaning and lighting the common passage of the said Building so enjoyed or used by the Purchaser/Allottee in common with the other owners/occupiers as aforesaid.
3. The cost of working and maintenance of water connection, lights, pumps, generator, if any.
4. Monthly maintenance expenses and other services and the common areas, facilities and amenities of the said Building.
5. Municipal and other taxes, impositions, water charges tax, and proportionate share of electricity charges for the common areas of the said Building.
6. Running expenses of Diesel Generating sets/Pump set.
7. Such other expenses as are necessary or incidental to the maintenance and upkeep of the entire said Building.
8. Maintenance of internal roads, passages etc.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

Grid Connected Roof Top Solar Power Plant Installations

Installation as per guidelines: The Vendor/Promoter will install an Elevated Grid Connected Solar Power Plant at roof top of the Project in accordance with the provisions of MNRE Notification dated 02nd September 2016, WBERC Notification dated 22nd March 2013 and WBREDA notification dated 5th June 2012 for providing power for operating lifts, pumps and common areas at the Said Project (Said Solar Power Plant).

Costs of installation: Costs of installation of the Said Solar Power Plant shall be borne and incurred by the Vendor/Promoter either directly itself or through the Association subject to the term that the subsidy, if any, sanctioned and paid by the Central or State Government either to the Vendor/Promoter or the Association, the Vendor/Promoter shall solely and exclusively be entitled to be paid the same. Energy consumed, and energy produced will be monitored by way of net metering. The CESC (Power Distribution Vendor/Promoter) will provide net-off up to 90% consumption from such 2-way electric meters.

Net Metering: Energy consumed, and energy produced will be monitored by way of net metering. The CESC (Power Distribution Vendor/Promoter) will provide net-off up to 90% consumption from such 2-way electric meters.

Power Purchase Agreement: A Power Purchase Agreement will be entered into between the Association or the Vendor/Promoter representing the Association of the

One Part and the CESC (Power Distribution Vendor/Promoter) of the Other Part, for the above purpose and in this regard, the Vendor/Promoter shall have irrevocable authority on behalf of the Association as also all the Purchasers of Apartments at the building including the Allottee herein.

Amendments in guidelines: Presently, the power sharing arrangement is up to 90% of the units consumed through CESC as stated above. This may however be varied and/or changed from time to time due to any act, amendment or notification by the MNRE and/or WBREDA and/or WBERC Guidelines or other State or Central Government Authorities and/or Departments.

Maintenance of the Said Solar Power Plant: The Vendor/Promoter shall initially look after and manage the maintenance and operation of the Said Solar Power Plant to be installed on the Roof Top of the Said Project and the same as common facilities of the Project for a period of 2(two) years from the date of completion of the said Project and subsequently, the Association on its formation shall look after the maintenance, management and operation thereof as a common facility.

Documentation of the Said Solar Power Plant: The Vendor/Promoter would furnish to the Association the details of the Agreement and/or Arrangement with the CESC (Power Distribution Vendor/Promoter) with regard to the operation of solar panels and also the Power Sharing Arrangement/Understanding and the same at the time of handing over of the charge of maintenance of the Said Solar Power Plant to the Association. The Allottee also accept and confirm that the entire scheme of solar panel installation and the operation thereof shall be as per the notifications and guidelines of MNRE and/or WBREDA and/or WBERC.

IN WITNESS WHEREOF the Vendor/Promoter and the Allottee/Purchaser above named have put their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the
Vendor/Promoter & Allottee/Purchaser above
named at Kolkata in the presence of:

1.

2.

(Signature of the

Vendor/Promoter)

(Signature of the Allottee/Purchaser)

RECEIVED on and from the within named Allottee/Purchaser the within mentioned amount towards payment of consideration in full as per Memo hereunder written

Rs.Only.

MEMO OF CONSIDERATION

(Signature of the Vendor/Promoter)

Witness:

1.

2.