

**THIS INDENTURE** made this      day of      Two Thousand Eighteen  
**BETWEEN** (1) **SUHANA DEVELOPERS PRIVATE LIMITED**, having CIN  
U45400WB2007PTC117244 and PAN AALCS0525Q, (2) **ASPIRATIONS  
HIRISE PRIVATE LIMITED**, having CIN U51909WB2008PTC128572 and  
PAN AAHCA2669P, (3) **EMERALD ENCLAVE PRIVATE LIMITED**, having  
CIN U70101WB2006PTC110282 and PAN AABCE6196R, all the companies  
incorporated under the Companies Act, 1956, all having their registered  
office at Premises No.2B, Mahendra Road, Kolkata-700 025, represented by  
**MR. CHANDAN CHATTERJEE** son of late Sachindra Kumar Chatterjee and  
**MR. AMIT BAJORIA**, son of Late Srikrishna Bajoria, (4) **ASPIRATIONS  
PROPERTIES PRIVATE LIMITED**, having CIN U70109WB2008PTC128571  
and PAN - AAHCA2670C, a company duly incorporated under the  
Companies Act, 1956, having its registered office at Premises No. 87A,  
Sarat Bose Road, Kolkata - 700 026, represented by **MR. CHANDAN  
CHATTERJEE** son of late Sachindra Kumar Chatterjee and **MR. AMIT  
BAJORIA**, son of Late Srikrishna Bajoria (5) **ASPIRATIONS DEVELOPERS  
PRIVATE LIMITED**, having CIN U70109WB2008PTC128570 and PAN -  
AAHCA2665B, a company duly incorporated under the Companies Act,  
1956, having its registered office at Premises No.7C, Priyanath Mullick  
Road, Kolkata-700 025, represented by **MR. CHANDAN CHATTERJEE** son  
of late Sachindra Kumar Chatterjee and **MR. AMIT BAJORIA**, son of Late  
Srikrishna Bajoria, (6) **NILRATAN VINCOM PRIVATE LIMITED**, having CIN  
and PAN - AADCN1199D, (7) **GOLDMINE VINCOM PRIVATE LIMITED**,  
having having CIN      and PAN - AADCG5912B, a company  
duly incorporated under the Companies Act, 1956, having its registered  
office at Premises No.2, Ganesh Chandra Avenue, 1st Floor, Kolkata-700  
013, represented by **MR. SANTOSH KUMAR DUGAR** son of late Jhumarmal  
Dugar **AND** (8) **PS GROUP REALTY PRIVATE LIMITED**, having CIN  
..... and PAN - AABCP5390E, a company duly incorporated  
under the Companies Act, 1956, having its registered office at Premises  
No.83, Topsia Road, Kolkata-700 046, represented by **MR. PRADIP KUMAR  
CHOPRA**, son of late Motilal Chopra, hereinafter jointly referred to as the

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**OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and assigns) of the **FIRST PART**

**AND**

**ELIXIR**, having **PAN AAEFE8482C**, a partnership firm, carrying on its business at Premises No. 2C, Mahendra Road, Kolkata-700 025, represented by its Partners (1) **SUHANA DEVELOPERS PRIVATE LIMITED**(2) **ASPIRATIONS HIRISE PRIVATE LIMITED** (3) **ASPIRATIONS PROPERTIES PRIVATE LIMITED**(4) **ASPIRATIONS DEVELOPERS PRIVATE LIMITED**(5) **EMERALD ENCLAVE PRIVATE LIMITED**(6) **NILRATAN VINCOM PRIVATE LIMITED** (7) **GOLD MINE VINCOM PRIVATE LIMITED**(8) **PS GROUP REALTY PRIVATE LIMITED**(9) **WELLSIDE PROPERTIES PRIVATE LTD.** (**PAN - AAACW5584A**), the companies within the meaning of the Companies Act, 2013, having their respective Registered Offices at premises No.12, Pretoria Street, under Shakespeare Sarani Police Station, Kolkata - 700 071, (10) **SURENDRA KUMAR DUGAR**, son of the late JhumarmalDugar, residing at 52/4/1, Ballygunge Circular Road, Kolkata - 700019 (11) **SANTOSH KUMAR DUGAR**, son of the late JhumarmalDugar, both residing at 52/4/1, Ballygunge Circular Road, Kolkata - 700019, AND (12) **PRADIP KUMAR CHOPRA**, son of the late Motilal Chopra, residing at 52/4/1, Ballygunge Circular Road, Kolkata - 700019, hereinafter referred to as the **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**

(1) \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ having PAN \_\_\_\_\_, son of \_\_\_\_\_, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post \_\_\_\_\_

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Office \_\_\_\_\_, Pin Code \_\_\_\_\_, and (2) \_\_\_\_\_,  
Aadhaar No. \_\_\_\_\_ having PAN \_\_\_\_\_, daughter of  
\_\_\_\_\_, residing at \_\_\_\_\_, Police Station  
\_\_\_\_\_, Pin Code \_\_\_\_\_, hereinafter jointly 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  
heirs, executors, administrators, legal representatives and assigns) of the  
THIRD PART;

*[If the 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, (Aadhaar No. [\_\_\_\_]) 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 THIRD  
PART.

[OR]

*[If the Purchaser is a Partnership]*

[\_\_\_\_], a partnership firm registered under the Indian Partnership Act, 1932  
having its principal place of business at [\_\_\_\_] (PAN [\_\_\_\_]), represented by its  
authorized partner (Aadhaar No. [\_\_\_\_]) 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, the survivor or  
survivors of them and their heirs, executors and administrators of the last  
surviving partner and his/her/their assigns), of the THIRD PART.

[OR]

*[If the Purchaser is a HUF]*

Mr. [\_\_\_\_], (Aadhaar No. [\_\_\_\_]), son of [\_\_\_\_] aged 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

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"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 THIRD PART.

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

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the "parties" and individually as a "party".

**WHEREAS:**

A. By an Indenture of Conveyance dated the 10th day of November, 1877 made between L.P.D. Broughton, the Administrator General of Bengal therein referred to as the Vendor of the One Part and one Babu Prem Chand Auddy therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, the then Calcutta in Book No. I, Volume No. 50, Pages 97 to 102, Being No. 2783 for the year 1877, the said L.P.D Broughton for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the said Babu Prem Chand Auddy All That the piece and parcel of land containing an area of 170 Cottahs be the same a little more or less situate lying at Mouja Gobra, Police Station Beniapurkur having premises No. 6, Dehee Serampore Road, the then Calcutta (hereinafter referred to as the 'said entire property').

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B. By an Indenture of Gift dated the 19th day of September, 1896 made between the said Babu Prem Chand Auddy therein referred to as the Donor of the One Part and Gurudas Auddy therein referred to as the Donee of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 2, Pages 38 to 43, Being No. 79 for the year 1897, the said Babu Prem Chand Auddy in consideration of his natural love and affection towards his son Gurudas Auddy granted transferred conveyed assigned and assured unto and in favour of the said Gurudas Auddy All That the said entire property absolutely and forever.

C. The said Gurudas Auddy thus became seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said entire property free from all encumbrances, charges, liens and dependencies of whatsoever nature.

D. Out of the said land measuring 170 Cottahs, a portion of the land situated on the Western Side of the said entire property measuring an area of 44 Cottahs was acquired by the India Government more than seventy five years ago and balance land measuring 126 Cottahs was held by the said Gurudas Auddy as absolute owner thereof (hereinafter referred to as the said remaining property).

E. By an Indenture of Lease dated the 31st day of March, 1941 made between the said Gurudas Auddy and his sons Nafar Chandra Auddy, Gopal Chandra Auddy, Satish Chandra Auddy, Kashinath Auddy therein jointly

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referred to as the Lessors of the One Part and Raymond Verman Jolly therein referred to as the Lessee of the Other Part and registered with the Sub-Registrar, Sealdah in Book No. I, Volume No. 29, Pages 219 to 226, Being No.1343 for the year 1941, the said Gurudas Auddy & Ors. in consideration of the premium and/or rent thereby reserved and on the terms and conditions therein contained granted a lease unto and in favour of the said Raymond Verman Jolly, All That the partly two-storied and partly three-storied brick-built messuage tenement and/or dwelling house together with the outhouses (excluding two godowns on the south of the main gate) and compound with barbed wire fencing on the south and a plot of vacant land on the south east corner of the garden portion retained by the Lessors therein including a strip of land 10 feet wide running from the said plot of land westward along with the barbed wire fencing to the main gate measuring in all about 34 Cottahs be the same a little more or less out of the said remaining property shown and delineated in colour red in the plan annexed thereto for a period of five years.

F. By another Indenture of Lease dated the 1st day of August, 1945 made between the said Gurudas Auddy therein referred to as the Lessor of the One Part and Ghanshyamdas Rastogi and Crown Ice Factory therein referred to as the Lessees of the Other Part and registered with the Sub-Registrar, Sealdah in Book No. I, Volume No. 34, Pages 157 to 166, Being No. 1487 for the year 1945, the said Gurudas Auddy in consideration of the rent thereby reserved and on the terms and conditions therein contained granted, transferred and demised unto and in favour of the said

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Ghanshyamdas Rastogi & Anr. All That the piece and parcel of land containing an area of 46 Cottahs be the same a little more or less being a portion of the said remaining property for a period of ten years.

G. The said Raymond Vernan Jolly continued to occupy the said leased portion even after expiry of the lease as aforesaid as monthly tenant.

H. The said Premises No. 6, Dehee Serampore Road was subsequently separated by the then Corporation of Calcutta into premises no. 6A, Dehee Serampore Road containing an area of 80 Cottahs comprised of the said leased portion of 34 Cottahs to Raymond Vernan Jolly and the retained portion of the said Gurudas Auddy, (hereinafter referred to as the said portion) and Premises No. 6B, Dehee Serampore Road containing an area of 46 Cottahs being the said leased portion to the said Ghanshyamdas Rastogi & Anr.

I. The said Gurudas Auddy died on the 23rd day of February, 1949 after making and publishing his Last Will and Testament dated the 11th day of February, 1949, whereby and whereunder he appointed his four sons namely- Nafar Chandra Auddy, Gopal Chandra Auddy, Satish Chandra Auddy and Kashinath Auddy as the joint executors to his said Last Will and Testament.

J. By and under the said Will, the said Gurudas Auddy after making certain specific legacies gave devised and bequeathed the rest and residue of

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his estate and effects both moveable and immoveable which, amongst others, comprised of the said entire property unto and in favour of his four sons absolutely and forever, in equal shares.

K. The said Nafar Chandra Auddy, Gopal Chandra Auddy, Satish Chandra Auddy and Kashinath Auddy had thereafter applied for grant of probate in respect of the said Will in Case No. 407 of 1951 in the Hon'ble High Court at Calcutta.

L. Disputes and differences arose between the said four brothers, being the heirs of the said Gurudas Auddy, as a result whereof, the said Satish Chandra Auddy filed a suit for partition and administration in respect of the estate of the said Gurudas Auddy which was marked as Partition & Administration Suit No. 2745A of 1953 in the Hon'ble High Court at Calcutta (Satish Chandra Auddy -Versus- Nafar Chandra Auddy & Ors.).

M. By an order passed on the 26th day of August, 1953 in the said suit by the Hon'ble High Court at Calcutta a Receiver was appointed in respect of the rents, issues and profits of the immoveable properties belonging to the estate of the said Gurudas Auddy with power to collect and distribute the same.

N. The personnel of the Receiver appointed as aforesaid was changed from time to time and Joint Receivers were appointed.

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O. By an order dated the 28th day of February, 1966 Probate in respect of the said Will of Gurudas Auddy was duly granted by the Hon'ble High Court at Calcutta to the said Joint Executors.

P. By a Decree dated the 20th day of July, 1967 passed in preliminary form by the Hon'ble High Court at Calcutta the shares of the parties were declared and it was declared that the said Nafar Chandra Auddy, Gopal Chandra Auddy, Kashinath Auddy and Satish Chandra Auddy each have undivided one fourth part or share in the residuary estate of the said testator and Mr. R.P. Sinha, Barrister-at-Law was appointed as Receiver and Administrator Pendente lite in the said suit with a direction upon him inter alia to complete the administration of the said estate.

Q. By a further order dated the 5th day of December, 1967 passed by the Hon'ble High Court at Calcutta in the said suit, the shares of the said Satish Chandra Auddy, Nafar Chandra Auddy, Gopal Chandra Auddy and Kashinath Auddy were further declared to be one fourth each in the residuary estate of the said Gurudas Auddy and the Administrator and Receiver appointed in the said suit was directed to complete the administration of the estate within a period of six months from the date thereof.

R. Nafar Chandra Auddy, Gopal Chandra Auddy and Satish Chandra Auddy died respectively on the 2nd day of May, 1980, the 25th day of July, 1984 and the 21st day of December, 1979 and their respective heirs were

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brought in as parties to the aforesaid suit and thereafter some of the said parties died and their respective heirs were also brought in as parties to the aforesaid suit.

S. The said Dehee Serampore Road is now known as Rameshwar Shaw Road, Kolkata.

T. The personnel of the Receiver and Administrator was further changed from time to time, and, by various orders passed in the said suit, the Vendors have been appointed as such Joint Receivers and Administrators.

U. The Receivers and Administrator Pendente lite of the said remaining property as such Receivers and Administrator Pendente lite as also in their capacity as co-owners were authorized and empowered to transfer the said portion.

V. The said Kashi Nath Auddy, Sukumar Auddy, Ashoke Kumar Auddy and Ramendra Lal Auddy had agreed with one Suhana Developers Private Limited to sell and Suhana Developers Private Limited being fully aware of the fact and circumstances of the property had agreed to purchase either itself or through its nominee or nominees on as is where is basis with all the existing occupants whether lawful or unlawful and all arrears of municipal taxes whether payable by the owner or occupier including commercial surcharges, if any, payable in respect of the said portion due to occupancy of unauthorized occupants but otherwise free from all encumbrances,

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charges, liens, lispendens, attachments, acquisition, requisition trusts of whatsoever nature All That the said portion, at or for the consideration and on the terms and conditions mutually agreed.

W. The said Sukumar Auddy has expired on 26th May, 2008 and by an order dated 17th day of September, 2008 passed in G.A. No 1859 of 2009 in the said Partition & Administration suit renamed as Civil Suit No. 2745A of 1953 in the Hon'ble High Court at Calcutta (Sankar Lal Auddy & Ors. - Versus- Saugata Auddy & Ors.) the Hon'ble Court was pleased to appoint Saugata Auddy as Receiver and Administrator Pendente lite in his place and stead of the said Sukumar Auddy.

X. By an order dated 20th July, 2009 passed in G.A. No 1859 of 2009 in the said Partition & Administration suit renamed as Civil Suit No. 2745A of 1953 in the Hon'ble High Court at Calcutta (Sankar Lal Auddy & Ors. - Versus- Swagata Auddy & Ors.) the Hon'ble Court was pleased to grant permission to the Vendors to sell the said portion to the said Suhana Developers Private Limited at the consideration and on the terms and conditions mutually agreed.

Y. By another order dated 17th November, 2009 passed in the aforesaid application in the said Suit the Hon'ble Court was pleased to allow Suhana Developers Private Limited to nominate its nominees to complete the transaction.

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2. Suhana Developers Private Limited nominated the other Vendors herein as its nominees to jointly acquire All That the piece and parcel of land containing an area of 56 Cottahs 13 Chittacks and 37.29 Sq.ft. be the same a little more or less out of the said portion.

AA. By an Indenture of Conveyance dated the 23<sup>rd</sup> day of December, 2009 made between the said Kashi Nath Auddy & Others therein jointly referred to as the Owners of the One Part and the Owners herein therein jointly referred to as the Allottee of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No.1, CD Volume No.32, Pages 4283 to 4304 Being No. 14111 for the year 2009 the said Owners jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Allottee therein All That the piece and parcel of land containing an area of 55 cottahs be the same a little more or less situate lying at and being premises No. 6-A, Rameshwar Shaw Road, in Municipal Ward No. 59 within the jurisdiction of Beniapukur Police Station in the town of Kolkata - 700 014 more fully and particularly described in the **First Schedule**.

BB. By another Indenture of Conveyance dated the 23<sup>rd</sup> day of December, 2009 made between the said Kashi Nath Auddy & Others therein jointly referred to as the Owners of the One Part and the Owners herein therein jointly referred to as the Allottee of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No.1, CD Volume No. 32, Pages from 4261 to 4282, Being No.14110 for the year

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2009, the said Owners jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Allottee therein All That the piece and parcel of land containing an area of 1 Cottah, 13 Chittacks, 37.29 Sq.ft., be the same a little more or less situate lying at and being portion of premises No. 6-A, Rameshwar Shaw Road, in Municipal Ward No. 59 within the jurisdiction of Beniapukur Police Station in the town of Kolkata - 700 014 more fully and particularly described in the **First Schedule**.

CC. The Owners thus jointly own in equal shares the said two plots of land and hereditaments, aggregating to about 56 Cottahs 13 Chittacks, 37.29 Sq.ft. more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the said premises).

DD. The Owners herein had jointly mutated their respective names in the records of the Kolkata Municipal Corporation

EE. The Owners has caused a plan to be sanctioned by the Kolkata Municipal Corporation being Building Plan No.2014070047 dated 30.05.2014 [herein after referred to as the **said plan**] for construction of residential complex consisting of one number of building block having self-contained independent units and covered parking spaces on the Ground Floor of the building block or in the said Complex or on the part thereof.

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FF. The Allottee(s) had executed an agreement for sale dated the dated the ....., 20.... made between the parties hereto (hereinafter referred to as the **Agreement for Sale**) and on the terms and conditions mentioned therein the Owners herein had agreed to sell, the Promoter herein had agreed to construct and the Allottee(s) herein had agreed to purchase ALL THAT the **Apartment No.....** containing a carpet area of .....sq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of .... Sq.ft. more or less on the ..... **Floor** of the new building and pro rata common areas of \_\_\_\_\_ sq.ft. of the Project known as **ELIXIR** presently under construction more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together with the said Share Together With a Covered Car parking Space being no.... **OR** Together With Right to park in Open Car Parking Space being no..... more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part - II** of the **Third Schedule** hereunder written to be used in common with the other Allottee(s) and for the consideration of **Rs. \_\_\_\_\_/-** (Rupees ) only excluding GST as applicable thereon and other terms and conditions contained therein

GG. The Owners have entered into a partnership with Wellside Properties Private Limited, Santosh Dugar, SurenderDugar and Pradip Chopra on the 1<sup>st</sup> day of August 2014 with effect from 1<sup>st</sup> day of April, 2014 under the name and style of "**ELIXIR**" for the purpose of development of the said

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property by constructing multi-storied building on the said property having self-contained independent flats and to commercially exploit the same.

HH. The said P.S. Group Realty Limited since been converted into a Private Limited Company namely P.S. Group Realty Private Limited and a fresh certificate of incorporation dated the 24.10.2017 has been issued by the Registrar of Companies, West Bengal

II. In pursuance of the said plans the Promoter has at its own costs and expenses duly constructed, erected and completed construction of the said Project known as "**ELIXER**" comprising several independent residential Apartments and covered/open car parking spaces thereat.

JJ. The Owner herein has obtained the Completion Certificate bearing No..... dated ..... issued by the ....., in respect of the said building of the said Project.

KK. At the request of the Allottee(s) the Owner has agreed to execute this Indenture in their favour.

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

- a) the title of the Owner to the said land;

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- b) the right of the Owner to sell/transfer the said Apartment;
- c) the said sanctioned plans;
- d) all the documents as recited hereinabove;
- e) the carpet area of the said Apartment and the pro rata share in the Common Areas;
- f) the car parking space, if any;
- g) the Common Facilities and Amenities of the Tower and the said Project.

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

**ACT** - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

**ASSOCIATION** - shall mean an Association of Allottees in the Project to be formed by the Promoter under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

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**BUILDING/NEW BUILDING-** shall mean the new buildings under construction at the said Premises for the time being, the complex being named ELIXIR containing several independent and self contained residential apartments, parking spaces and other constructed areas.

**BUILT UP AREA -** shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

**CARPET AREA-** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee

**COMMON AREAS -** shall mean and include as mentioned in the Part-I of the **Third Schedule** hereunder written.

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**COMMON FACILITIES AND AMENITIES:** shall mean and include the facilities and amenities as mentioned in the **Third Schedule** hereunder.

**COMMON EXPENSES** shall mean and include as mentioned in the **Fourth Schedule** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Allottee and to be contributed, borne, paid and shared by all the Allottee of the Project.

**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 Facilities and Amenities, rendition of common services in common to the Allottes, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottes and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

**COMPLETION CERTIFICATE** - shall mean the issued by the Kolkata Municipal Corporation certifying that the project has been developed according to the sanctioned plan(s), layout plan and specifications, as

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approved by the competent authority/authorities under the local laws, as applicable.

**PLAN/S** - shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No. 2014070047 dated 30.05.2014 for construction of the Ground plus Eighteen (G+18) building consisting of self contained independent residential apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof to be known as "**ELIXIR**" and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

**PROJECT** - shall mean the residential building complex to be known as "**ELIXIR**" comprising of one Ground plus Eighteen (G+18) with a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, consisting of self contained independent apartments and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Promoters in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.

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**RULES-** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.

**REGULATIONS-** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

**SAID LAND/PREMISES** - shall mean the piece and parcel of land containing an area of 56 Cottahs 13 Chittacks 37.29 Sq.ft. be the same a little more or less situate lying at and being premises No.6, Rameshwar Shaw Road, Police Station-Beniapukur, Kolkata-700 014, Ward No.59, within the limits of Kolkata Municipal Corporation, Sub-Registry office- Sealdahmore fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

**SAID SHARE** - shall mean proportionate undivided indivisible impartible variable share in the land comprised underneath the new building in the said land attributable to the said Apartment agreed to be purchased hereunder by the Allottee.

**SAID APARTMENT** - shall mean ALL THAT the **Apartment No.....**containing a carpet area of .....sq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of .... Sq.ft. more or less on the ..... **Floor** of the new building and pro rata common areas of \_\_\_\_ sq.ft. of the Project known as **ELIXIR** presently under

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construction more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together with the said Share Together With a Covered Car parking Space being no.... **OR** Together With Right to park in Open Car Parking Space being no..... more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part - II** of the **Third Schedule** hereunder written to be used in common with the other Allottee(s).

**SECTION-** shall mean a section of the Act.

**SPECIFICATION** - shall mean the specification for the said Project as mentioned in the **Part II** of the **Second 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 [Rupees

] only of the lawful money of the Union of India well and truly paid by the Allottee(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

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discharge the Allottee(s) and the said Apartment and properties appurtenant thereto) 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 Allottee(s) **All that** the Unit being **Apartment No.** \_\_\_\_\_ containing carpet area of \_\_\_\_\_ square feet, together with adjoining exclusive balcony area of ... sq.ft., and adjoining exclusive terrace area of .... Sq.ft. more or less, as applicable, on the \_\_\_\_\_ floor in the new building of the Project known as 'ELIXIR' more fully mentioned in the **Part-I** of the **Second Schedule** hereunder written and shown and delineated in the map or plan annexed hereto, being **Annexure "A"** duly bordered in colour **RED** thereon and together with the right of parking of \_\_\_\_\_ car in the **open/covered** car parking space **being No.** \_\_\_\_\_ containing an area of \_\_\_\_\_ **Sq.ft.**, be the same a little more or less, at the ground floor level of the Complex, more fully and particularly described in **Part-I** of the **Second Schedule** hereunder written and shown and delineated in the map or plan annexed hereto, being **Annexure "B"** duly bordered in colour **GREEN** thereon and Together With proportionate undivided indivisible variable pro rata share in the common areas of the said Project more fully mentioned in the **Part -I** of the **Third Schedule** hereto Together With a Covered Car parking Space being no.... **AND/OR** Together With Right to park in Open Car Parking Space being no..... more fully mentioned in the **Part-I** of the **Second Schedule** written here under and right to enjoy common amenities and facilities of the Project more fully mentioned in the **Part -II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other allottees (hereinafter collectively referred to as the "**said Apartment**") absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, facilities and amenities in common with the Owners/Developer, Co-Transferees and the other Owners and the other lawful occupants of the Complex **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 thereto **TO HAVE AND TO HOLD** the said

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Apartment thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s).

**II. AND THE OWNERS AND THE PROMOTER DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE ALLOTTEE(S) as follows:-**

- a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Developer done or executed or knowingly suffered to the contrary the Owners/Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment thereto 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/Developer now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- c) The said Apartment thereto 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/Developer or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Developer.
- d) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

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c) The Purchaser 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 or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owners/Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment thereto 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 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 thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

g) The Owners 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 thereto 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.

h) The Owners/Developer do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said land and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

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**III. AND THE PURCHASER 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 THERETO 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 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 and in particular the Common Areas, Facilities and Amenities 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 Second Schedule hereunder written, the Purchaser shall not park any motor car or any other vehicle at any place in the Complex and if the right to park car is so expressly granted and mentioned in the Second Schedule the Purchasers 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 kutchha or pucca structure grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the car parking space or blocking by putting any articles.

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f) not to use any part of the Complex or other Common Areas, Facilities and Amenities 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 and Installations 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 any one 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.

i) not to claim any right whatsoever or howsoever over any other Apartment or portion in the Building Block/Complex save the Apartment.

j) not to make or permit to make any disturbing noises in the Complex 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 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 Developer and a decent nameplate or signage outside or above the main gate of the Apartment. It is hereby expressly made

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clear that in no event the Purchaser 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 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 Developer's logo at the main gate of the Complex.

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, Facilities and Amenities or in any other portion of the Complex 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 Apartment in the Building Block 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 doth hereby covenant that the

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Purchaser 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/Complex 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, Rajpur-Sonarapur Municipality, Kolkata Metropolitan Development Authority, WBSEDC 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 Developer's logo at the Complex 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/Developer 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

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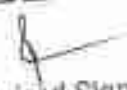
  
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conditions or rules or bye-laws and shall indemnify and keep the Owners/Developer saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchaser.

- t) to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of Rajpur-Sonarpur Municipality and the Owners/Developer 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/Complex 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.

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y) not to change or in any way, vary the frontage or the entrance door of the Apartment approved by the Owners/Developer 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/Developer 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/Complex.

aa) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Complex 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

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Liability, which insurance shall include a Cross-Indemnity Clause and if the Purchaser at any time fails 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 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 for similar risks from the third party liabilities arising from the other parts of the Complex.

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

ff) to permit the Developer 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 to enter upon the Apartment and every part thereof to view the state and condition thereof and

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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 Developer 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/Complex.

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

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/Complex such disputes and differences shall be adjudicated by the Owners/Developer or the Maintenance-In-Charge alone whose decision shall be final and binding.

ll) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the complex.

mm) 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.

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

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i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to Rajpur-Sonarapur Municipality Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer or Maintenance-In-Charge proportionate share of all such rates and taxes assessed on the Complex.

ii) All other taxes including service tax 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 as a whole and whether demanded from or payable by the Purchaser or the Developer or Maintenance in-charge, the same shall be paid by the Purchaser wholly in case the same relates to the Apartment and proportionately in case the same relates to the Complex as a whole.

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

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- 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 Apartment. 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

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Payment Surcharge as charged by WBSEDCL, 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/Developer 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 Apartment or in the letter box in the ground floor of the Building Block earmarked for the Apartment.

oo) 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.

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

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

qq) 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.

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**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 and the other occupiers of the other parts of the Complex such disputes and differences shall be adjudicated by the Developer alone whose decision shall be final and binding. The Developer 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 Developer to the Purchaser and the other co-transferees to take over charge of the acts relating to common purposes, the Developer shall be the Maintenance-In-Charge and look after the common purposes and the Purchaser undertake to regularly and punctually pay to the Developer or its nominee the maintenance charges and other amounts payable by the Purchaser herein.
- c) So long the Developer is the Maintenance-In-Charge, the Purchaser 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 be entitled to hold the Developer responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser as well as the Association shall remain liable to indemnify and keep indemnified the Developer for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser and/or the Association.
- d) The notice contemplated hereinabove may be given by the Developer at its sole discretion upon transfer of all the Apartments in the Complex to the Co-transferees or, earlier, and immediately upon receipt of such notice, the Purchaser along with the other Co-transferees shall at their own costs and

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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 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 Developer shall not in any manner be responsible and liable therefor except that in the event, the Developer 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 Developer shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Developer hereunder or so intended to be or so desired by the Developer 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 Developer to all the Co-transferees for the time being of the Complex without any further act on the part of the Developer and whereupon only the Co-transferees shall be entitled thereto and obliged therefor. All reference to the Developer herein with regard to the common purposes shall thenceforth 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 Developer shall also transfer the

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residue then remaining of the deposit made by the Purchaser hereinabove after adjusting all amounts then remaining due and payable by the Purchaser 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 and the other Co-transferees and the Association shall remain liable to indemnify the Developer for all liabilities due to non fulfillment of its obligations by the Purchaser 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 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/Complex).

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 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 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 hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Developer or the Maintenance-In-Charge interest at the rate of 18% 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 and his/her servants, visitors, guests, tenants, licenses and/or to the Apartment.

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- (c) To demand and directly realise rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Apartment.
- j) Until the appointment of Maintenance-In-Charge by the Developer, the Developer shall be the Maintenance-In-Charge and look after the Common Purposes and the Purchaser undertakes to regularly and punctually pay to the Developer or its nominee or Maintenance-In-Charge the maintenance charges and other amounts payable by the Purchaser hereunder.
- k) The Purchaser shall observe the covenants as be deemed reasonable by the Developer 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 shall be deemed to be the act, default or omission of the Purchaser.
- m) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- n) Save the said Apartment the Purchaser 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 and the Owners/Developer 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/Developer in their absolute discretion, shall think fit and proper and the Purchaser hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to

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claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Owners/Developer 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:**

**ALL THAT** the piece and parcel of land containing an area of 56Cottahs 1 Chittacks 37. 29 sq. ft be the same a little more or less situate lying at and being premises No.6A, Rameshwar Shaw Road, Police Station-Beniapukur, Kolkata-700014, Ward No.59, within the limits of Kolkata Municipal Corporation, Sub-Registry office-Sealdah, butted and bounded in the manner following, that is to say:

**ON THE NORTH** : By premises no. 6C, Rameshwar Shaw Road and premises no. 32, Gobra Road.

**ON THE EAST** : By Railway Lines.

**ON THE SOUTH** : By premises no. 6B, Rameshwar Shaw Road.

**ON THE WEST** : By KMC Road known as Rameshwar Shaw Road.

**SECOND SCHEDULE**

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## PART I (SAID APARTMENT)

All that the Unit being Apartment No. \_\_\_\_\_ containing carpet area of \_\_\_\_\_ square feet, together with adjoining exclusive balcony area of ... sq.ft., and adjoining exclusive terrace area of ... Sq.ft. more or less, as applicable, on the \_\_\_\_\_ floor in the new building of the Project known as 'ELIXIR' hereunder written and shown and delineated in the map or plan annexed hereto, being Annexure "A" duly bordered in colour RED thereon and together with the right of parking of \_\_\_\_\_ car in the open/covered/mechanical car parking space being No. \_\_\_\_\_ containing an area of \_\_\_\_\_ Sq.ft., be the same a little more or less, at the ground floor level of the Complex named as "ELIXIR", hereunder written and shown and delineated in the map or plan annexed hereto, being Annexure "B" duly bordered in colour GREEN thereon.

### THE THIRD SCHEDULE ABOVE REFERRED TO:

#### (COMMON AREAS)

##### PART - I

1. The entire land for the project or where the project is developed in phases and registration under the Act is sought for a phase, the entire land for that purpose;
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
3. The common terraces, play area and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. Installations of central services such as electricity, gas, water and sanitation, air - conditioning and incinerating, system for water conservation and renewable energy;
6. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different Apartments and from reservoir to overhead water tanks, the pump rooms and all apparatus connected with installations for common use;
7. Drains and sewers from the building or buildings to the Municipality drain;

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8. Electrical installations and main switches and meters;
9. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the building;
10. Main gate and ultimate roof to the building;
11. External Walls (which includes 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments);
12. All community and commercial facilities as provided in the project;
13. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;
14. Water Filtration Plant.
15. Fire Fighting Equipments.
16. VRV System (at extra cost).

## PART - II

### (COMMON AMENITIES AND FACILITIES)

1. AC Community Hall
2. Intercom Facilities
3. Elevator Facility
4. AC Gymnasium
5. Landscaped gardens and Children's Play Area / Multi Purpose Court.
6. Video Door Phones
7. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
8. High Security with CCTV and Intercom facilities.
9. Elevator of reputed manufacturer with lift shafts and lift room

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10. Staircases and landings with Marble flooring having Aluminium windows with glass panes.

11. GREEN FEATURES

- (a) Dual flushing system
- (b) Ground water recharge
- (c) Water efficient fixtures
- (d) Water-monitoring system
- (e) Energy efficient in common areas
- (f) Grid -tie solar power generation
- (g) Electric vehicle charging points in visitor parking

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON 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 Building block and enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit and main entrance and exit gates, landings and staircases of the Building blocks and enjoyed by the Allottee or used by 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 Buildings so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

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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. **MAINTENANCE IN CHARGE:** Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Owners or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.

5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Unit).

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.

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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 Owners and/or the Maintenance in charge for the common purposes.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:  
Allottee: (including joint buyers)

Please affix  
photograph and  
sign across the  
photograph

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:  
Promoter: (including joint buyers)

Please affix  
photograph and  
sign across the

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Authorized Signatory

photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

For ELIXIR

  
Authorized Signatory