

PAN No.**ADJPB1748C**, residing at 142, S.K. Deb Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700 048, AND **2) SRI RATHINDRA NATH BANIK**, son of Late Gouranga Chandra Banik, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**ADJPB1749D**, residing at 142, S.K. Deb Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700048, both 1) and 2) represented by their constituted attorney **MR. NARENDRA MANPURIA**, son of Mr. Sohan Lal Manpuria, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**AMRPM8788J**, residing at 136, Jessore Road, Avani Oxford Complex, Block-5, Flat No.6E & 6F, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055, hereinafter jointly called the **“VENDORS”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean include their respective heirs, executors, administrators, legal representatives, successors and assigns), of the **FIRST PART**.

A N D

1) –....., hereinafter called the **“PURCHASERS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean include their heirs, executors, administrators, legal representatives, successors) of the **SECOND PART**.

A N D

CALIBRE COMMERCIAL PVT. LTD, a Company Incorporated under the Companies Act, 1956, PAN No.**AADCC1272G**, having its registered office at 86B/2, Topsia Road (South), Gajraj Chambers, Post Office – Topsia, Police Station – Topsia, Kolkata – 700046, represented by its Director **MR. NARENDRA MANPURIA**, son of Mr. Sohan Lal Manpuria, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**AMRPM8788J**, residing at 136, Jessore Road, Avani Oxford Complex, Block-5, Flat No.6E & 6F, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055, hereinafter called the **“DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office, executors, representatives and assigns) of the **THIRD PART**.

1. DEFINITION

Unless in this Indenture, there be something contrary or repugnant to the subject or context :

a) **VENDORS** shall mean **1) SRI RABINDRA NATH BANIK**, son of Late Gouranga Chandra Banik, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**ADJPB1748C**, residing at 142, S.K. Deb Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700 048, AND **2) SRI RATHINDRA NATH BANIK**, son of Late Gouranga Chandra Banik, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**ADJPB1749D**, residing at 142, S.K. Deb Road, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700048.

- b) **PURCHASERS** shall mean
- c) **DEVELOPER/CONFIRMING PARTY** shall mean **CALIBRE COMMERCIAL PVT. LTD**, a Company Incorporated under the Companies Act, 1956, PAN No.**AADCC1272G**, having its registered office at 86B/2, Topsia Road (South), Gajraj Chambers, Post Office – Topsia, Police Station – Topsia, Kolkata – 700046, represented by its Director **MR. NARENDRA MANPURIA**, son of Mr. Sohan Lal Manpuria, by Religion – Hindu, by occupation – Business, by Nationality – Indian, PAN No.**AMRPM8788J**, residing at 136, Jessore Road, Avani Oxford Complex, Block-5, Flat No.6E & 6F, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700055.
- d) **PREMISES/BUILDING** shall mean ALL THAT Multi-storeyed (G+6), brick-built, messuage, tenement, hereditament and premises and/or building which is at present under construction TOGETHER WITH piece or parcel of land there unto belonging whereon or on part whereof the same is erected and built building known as "**NIRMALA SQUARE**", containing an area of 9 (nine) Cottahs, equivalent to 15 (fifteen) decimals, more or less, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), morefully and particularly described in the **SECOND SCHEDULE** hereunder written, and wherever the context so permits or intends the same shall include the building thereon.
- e) **PLAN** shall mean the sanctioned building Plan No. 404, dated 20.12.2018, sanctioned by the South Dum Dum Municipality, respecting Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North).
- f) **UNITS** shall mean any Flat, Shop, Office Space, Car Parking Space and other spaces at the said premises to be built and constructed by the developer at the said premises.
- g) **UNDIVIDED SHARE** shall mean the undivided impartiable proportionate share in the land, at the said Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), attributable and allocable as against any unit as aforesaid, or relating thereto, the same being a part thereof, in fact.
- h) **COMMON AREAS AND INSTALLATION** shall mean those of the common areas and facilities mentioned and specified in **FOURTH SCHEDULE** hereunder written, and declared and expressed by the Vendors for common use and enjoyment of co-owners.
- i) **COMMON EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Building, and, in particular the common areas, and Installations, and rendition of common services to the co-owners, and all other expenses for the common purpose

including those mentioned in the **FIFTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the Co-owners.

- j) **CO-OWNERS** according to the context shall mean all the buyers/owners, who for the time being shall either complete the purchase of any unit in the building, or have agreed to purchase any Unit in the building, and/or taken lawful possession of any such unit, and, of all the unsold unit and/or Units therein not being parted with as yet may remaining either in possession of the Vendors or the developer, as such.
- k) **ASSOCIATION** shall mean the Association to be formed by all the co-owners as aforesaid for joint care, security, preservation and maintenance of the said building. All the co-owners being agreement bound to join such association on due formation thereof paying proportionately for such purpose.
- l) **PROPORTIONATE SHARE** according to the context shall mean:
- i) Where it refers to the share of the purchasers in the land comprised in the said premises the share of any purchaser therein shall be in the proportion in which the built-up area of said unit may in total as against the total of built-up area of all the units within the building, inclusive of the one being the subject matter hereof.

Where it refers to the share of the purchasers in the Common Areas and Installation the share of any purchaser therein shall be in the proportion in which the built-up areas of the said unit be to the built-up area of all the Units in the building the share of any purchaser in common expenses therefor similarly shall be determined in the said mode and manner PROVIDED NEVERTHELESS THAT, where it refers to the share in the rates and/or taxes payable as, or under common expenses such share shall be determined on the basis of area enjoyed by the Purchaser at the said premises .

2. PROJECT BACKGROUND ,,

- 2.1. One Mahendra Sardar, was the sole and absolute owner of ALL THAT piece and parcel of Bastu Land, measuring an area 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, P.S.- Dum Dum, within the jurisdiction of the South Dum Dum Municipality, P.S. Dum Dum, District North 24 Parganas (hereinafter referred to as the "said property") .
- 2.2. The said Mahendra Sardar, died intestate on 26.02.1945, leaving behind him surviving his wife namely Joymani alias Joymati Dasi, as his only legal heirs, successors and/or legal representatives to the estate left behind him and, as such, after his death the said Joymani alias Joymati Dasi, became absolute owner of the property, as aforesaid.
- 2.3. **By** a registered Deed of Gift, written in Bengali language, dated 09.02.1948, registered in the office of the Sub-Registrar Cossipore

Dum Dum, recorded in Book No. I, Volume No. 19, Pages 4 to 6, Being No. 551, for the year 1948, the said Joymani alias Joymati Dasi, the Donor therein, out of love and affection, conveyed and transferred ALL THAT piece and parcel of Bastu land, measuring an area 15 decimals, more or less, lying and situated at Mouza - Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, within the jurisdiction of the South Dum Dum Municipality, P.S.- Dum Dum, District North 24 Parganas, unto in favour of Smt. Sushila Bala Dasi, the Donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

- 2.4. By a registered Kobala, written in Bengali language, dated 27.02.1948, registered in the office of the Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 17, Pages 178 to 180, Beign No. 885, for the year 1948, the said Smt. Sushila Bala Dasi, sold, conveyed and transferred ALL THAT piece and parcel of bastu land, measuring an area 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, within the jurisdiction of the South Dum Dum Municipality, P.S.- Dum Dum, District North 24 Parganas, unto in favour of Sri Bhim Chadra Dalui, for a valuable consideration mentioned therein, morefully and particularly described in the Schedule thereunder written.
- 2.5. During his life time said Sri Bhim Chadra Dalui, executed and registered a Deed of Settlement on 15.06.1948, recorded in Book No. I, Volume No. 30, Pages 284 to 286, Being No. 2221, for the year 1948, and the said Sri Bhim Chadra Dalui, settled his property and he decided his said Property, as aforesaid, jointly entitled to his four brothers namely Sri Nakul Chandra Dalui, Sri Balaram Chandra Dalui, Sri Krishan Chandra Dalui, Sri Sahadeb Chandra Dalui, all sons of Late Abinash Chadra Dalui, together with Sri Sambhu Charan Singha, son of Late Bhuban Charan Singha, the said settlement contents therein that after demised of the said Sri Bhim Chadra Dalui, the said four brothers namely Sri Nakul Chandra Dalui, Sri Balaram Chandra Dalui, Sri Krishan Chandra Dalui, Sri Sahadeb Chandra Dalui, together with Sri Sambu Charan Singha, as aforesaid are entitled to said property absolutely and forever.
- 2.6. The said Sri Bhim Chadra Dalui, died on 29.06.1948 and in terms of the said Settlement, said Four Brothers Sri Nakul Chandra Dalui, Sri Balaram Chandra Dalui, Sri Krishan Chandra Dalui, Sri Sahadeb Chandra Dalui, together with Sri Sambu Charan Singha, developed the property as per the said deed of Settlement absolutely and forever.

- 2.7. **By** a Registered Kobala, written in Bengali Language, dated 30-08-1961, registered in the office of Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 187, pages 109 to 113, Being No. 7091, for the year 1961, Sri Nitya Nanda Banik, Sri Monoranjan Banik, and Sri Gouranga Chandra Banik, all sons of Mohanta Lal Banik, jointly purchased ALL THAT piece and parcel of Bastu Land, measuring an area 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, Police Station – Dum Dum, within the jurisdiction of the South Dum Dum Municipality, District North 24 Parganas, from the said Sri Nakul Chandra Dalui, Sri Balaram Chandra Dalui, Sri Krishna Chandra Dalui, Sri Sahadeb Chandra Dalui, and Sri Sambhu Charan SIngha, the Vendors therein, for a valuable consideration mentioned therein, morefully and particularly described in the Schedule thereunder written, and each having the owner of undivided one/third part or share therein.
- 2.8. **The** said Sri Nitya Nanda Banik and Sri Monoranjan Banik, during their life time, executed and registered a Deed of Settlement on 09-07-1980, registered in the office of the Registrar of Assurances, Calcutta, recorded in Book No.I, Volume No.5, pages 178 to 190, Being No.5247, for the year 1980, and said Sri Nitya Nanda Banik and Sri Monoranjan Banik, settled their share in the property and they decided their share in the property being ALL THAT undivided two/third share in piece and parcel of Bastu Land, measuring an area 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. Khatian No. 186, within the jurisdiction of the South Dum Dum Municipality, Police Station - Dum Dum now Lake Town, District North 24 Parganas, jointly entitled to their brother namely the said Sri Gouranga Chandra Banik, the said Settlement contents therein that after demise of the said Sri Nitya Nanda Banik and Sri Monoranjan Banik, their brother namely the said Sri Gouranga Chandra Banik, as aforesaid is entitled absolutely and forever and in case said Gouranga Chandra Banik predeceased the said property devolved upon his legal heirs and/or legal representatives, absolutely and forever!**The** said Monoranjan Banik, died on 30-05-2012, and said Nitya Nanda Banik, died intestate on 21-05-2015, and in terms of the said Deed of Settlement dated 09-07-1980, their brother Gouranga Chandra Banik, bacame the owner of said property **absolutely and forever**
- 2.9. The said Gouranga Chandra Banik, died intestate on 14-04-2006, leaving him surviving his two sons namely Sri Rathindra Nath Banik and Sri Rabindra Nath Banik, as his only legal heirs, successors and/or legal representatives who jointly became the owners of the

said property, as aforesaid, in accordance to Hindu Succession Act, 1956, applicable thereto,

- 2.10. The said Sri Rathindra Nath Banik and Sri Rabindra Nath Banik, by virtue of Inheritance and also according to the said Deed of Settlement became owner of the property and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of bastu land, measuring an area 9 (nine) Cottahs, equivalent to 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. **Khatian No. 186**, within the jurisdiction of the South Dum Dum Municipality, Police Station – Lake Town (formerly Dum Dum), District North 24 Parganas.
- 2.11. **.The said** Sri Rathindra Nath Banik and Sri Rabindra Nath Banik, by virtue of Inheritance and also according to the said Deed of Settlement became owner of the said property being ALL THAT piece or parcel of bastu land, measuring an area 9 (nine) Cottahs, equivalent to 15 decimals, more or less, lying and situated at Mouza-Patipukur, J.L. No. 24, Touzi No. 1298/2833, in C.S. Dag No. 509, under C.S. **Khatian No. 186**, within the jurisdiction of the South Dum Dum Municipality, Police Station – Lake Town (formerly Dum Dum), District North 24 Parganas.
- 2.12. **The** said Sri Rathindra Nath Banik and Sri Rabindra Nath Banik, jointly mutated their names in the record of the South Dum Dum Municipality as owner of the said property and the said property is known as Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048..
- 2.13. **Thus is light of aforesaid facts**, the Vendors herein namely SRI RABINDRA NATH BANIK, AND SRI RATHINDRA NATH BANIK, became absolute owners and sufficiently entitled to ALL THAT piece or parcel of bastu land, measuring an area 9 (nine) Cottahs, equivalent to 15 decimals, more or less, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, in Mouza – Patipukur, J.L. No.24, Touzi No.1298/2833, in C.S. Dag No.509, under C.S. Khatian No.186, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), hereinafter called the said “LAND”, morefully and particularly described in the **FIRSTSCHEDULE** hereunder written.
- 2.14. The Vendors herein decided to develop the aforesaid land, at the said Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the

jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), morefully and particularly described in the FIRST SCHEDULE hereunder written, and accordingly Vendors and Developer/Confirming Party had entered into a registered Development Agreement, dated 07-01-2019, registered in the office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City, recorded in Book No.I, Volume No.1504-2019, pages 1120 to 1165, Being No.150400025, for the year 2019, for development of the said land, containing certain terms and conditions as agreed between Vendors and the Developer therein.

2.15. In the aforesaid Development Agreement, dated 07-01-2019 it was inter-alia agreed by and between the Vendors and the Developer that the developer would erect and/or construct the Multi-storeyed residential building known as "**NIRMALA SQUARE**", lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), therefore containing several self contained flats, shops, office spaces, car parking spaces and other spaces, therein, herein called the said "**BUILDING**", morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

2.16. In connection with the said development agreement, a Development Power of Attorney was executed on 07-01-2019 by the Vendors in favour of **MR. NARENDRA MANPURIA**, director and principal officer of Developer/Confirming Party for performing various acts, deeds and things as stipulated in the said Development Power of Attorney dated 07.01.2019 ..

2.17. The Developer herein had applied and obtained for sanction of a building plan, respecting construction of the Multi-storeyed building at the said Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), the same being duly sanctioned by the South Dum Dum Municipality vide Plan No. 404, dated 20.12.2018.

3. Declaration by the Purchaser:

The Purchaser hereby declares that Purchaser has independently examined, enquired and/or verified or caused to be examined, enquired and/or verified, inter alia, the title of the Vendor to the said land, the Plan No. 404, dated 20.12.2018, the Built-up area of the Unit, its Super-Built-up area, the Specifications and all the terms and conditions herein and after being fully satisfied about these, the Purchaser is entering into this conveyance and the Purchaser further hereby undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

4. Completion of Sale: At the request of the Purchaser, the Vendor is hereby completing the sale of the Composite Unit in favour of the Purchaser.

NOW THIS INDENTURE WITNESSWITH that in consideration of the said total sum of Rs./-(Rupees..... Only) paid by the purchaser to the vendor on or before the execution of this present (the details of which is mentioned in the memorandum of consideration and receipt whereof the vendors hereby admits and acknowledge) the vendor do and each of them doth hereby grant, sell , convey, transfer, assign and assure **UNTO AND IN FAVOUR OF THE** purchaser free from all encumbrances **ALL THAT** right, title and interest in residential **Flat No.,.....**, on the **Fifth Floor**, ad-measuring carpet area (.....) Square feet, more or less, , TOGETHERWITH one covered car parking space, on the Ground floor, hereinafter called the said **"UNIT"**, morefully and particularly described in the **THIRD SCHEDULE** hereunder written, as contained in the building known as **"NIRMALA SQUARE"**, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), morefully and particularly described in the **SECOND SCHEDULE** hereunder written, TOGETHER WITH undivided proportionate share in the land and the building thereon, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, TOGETHER WITH common right over the passage, stair case, lift, main entrance, ultimate roof, drain line, water line, pumps and mortars etc., of the said building in common with the Vendors and the other Purchaser and/or Purchasers, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, TOGETHER WITH obligation to pay for expenses for maintenance and repair of the main structure of the said building, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, AND FURTHER, subject to the restrictions mentioned in the **SIXTH SCHEDULE** hereunder written,

5. Within 5years from the possession or deemed possession date of the Subject Apartment forming part of said unit , if there be any defect relating to the structure, workmanship and quality of its construction, the Vendor shall entertain such complains and get the defects rectified without charge to the Purchaser *provided however*
- i. In case the defect is such that it cannot be rectified, the Vendor shall pay reasonable compensation for such defect the quantum whereof will be decided by the Architects for the Project whose decision shall be final and binding upon the Vendor and the

Purchaser.

- ii. **The Vendor shall not be liable to rectify any defects in the following circumstances:**
 - a. If any changes, modifications or alteration in Plumbing pipes and fittings and fixtures or change of wall or floor tiles have been made by the Purchaser after the Possession Date then any defects in waterproofing, cracks or any defects in plumbing pipes and fittings and fixtures the development of which can be directly or indirectly attributable to such changes.
 - b. If any changes, modifications and/or alteration in Electrical Lines and wirings have been made by the Purchaser after the Possession Date then any defect in the Electrical Lines and wirings that can directly or indirectly attributable due to such changes, modifications and/or alterations.
 - c. If any changes, modifications and/or alterations have been made in the doors, windows and/or other related items then any defects of the door locks or door alignment or seepage from windows or any other related defects that can be attributable directly or indirectly due to such changes, modifications and/or alterations.
 - d. If during the execution of the interior decorations the Purchaser Apartment makes any alterations and/or changes Apartment in the Subject Apartment and defects like damp, hair line cracks, breakage in Floor tiles or other defects that can be attributable as a direct or indirect consequence of such alterations and/or changes.
 - e. Normal cracks developing on the joints of Brick walls and/or RCC beams and/or columns due to different coefficient of expansion and contraction of materials.
 - f. If the materials, fittings and/or fixtures provided by the Vendor are not being maintained by the Purchaser in the manner in which the same is required to be maintained.
 - g. Defects certified by the Architects not to be manufacturing defects and/or arising due to bad workmanship and/or bad quality of materials used.
 - h. Irrespective of anything contained hereinabove, in case the Purchaser alters the state and condition of the area of the purported defect without first notifying the Vendor and without giving the Vendor the reasonable opportunity to inspect, assess and determine the nature of the purported defect complained of. Apartment

6. Maintenance and Management: For the Maintenance and Management of the Complex:

6.1 Unit Owners' Association: The Developer shall have an Association of the owners of Apartments in the entire Complex (the "**Association**") formed for the management and maintenance of the Common Portions including maintenance of and for collection and disbursement of the Common Expenses.

6.2 Maintenance by the Developer: Till the Association is formed and has taken over the charge of maintenance, the Developer shall carry out the Management and Maintenance by employing such men, technical experts, advisers, agents and other personnel as may be required and pay their salaries/wages/fees for the Maintenance and Management. The Purchaser shall fully co-operate in all matter related with the formation of Association at the said premises.

6.3 Payment of Maintenance Charges: On and from the Possession Date, and irrespective of whether the Purchaser has taken actual physical possession of the Unit or not or whether the entire Common Portions have been constructed and/or installed, the Purchaser shall have to pay the Maintenance Charges to the Vendor.

6.4 Tax Share: Till such time the Composite Unit is separately mutated in the name of the Purchaser with all the concerned authorities, it will pay the proportionate share of the Rates & Taxes together with collection/administrative charges. If there be any addition to the Rates & Taxes due to anything done by the Purchaser in respect of the Unit, viz., any additional fittings, special construction and facilities and/or renting it out, such addition shall be borne and paid exclusively by the Purchaser over and above the Tax Charges.

6.5 Obligations regarding Charges: The Purchaser shall abide by all the rules and regulations regarding the usage of the Common Portions and pay the Maintenance Charges and the Tax Charges within the 7th day of the month for which the same be payable or within 7 (seven) days of being called upon to pay the same. In the event of delay in making payment of the Maintenance Charge or the Tax Share, the same shall be paid by the Purchaser along with interest @ 2 % per month or part in addition to other statutory liabilities and consequences. The outstanding amounts of the Maintenance Charges and/or the Tax Share shall become a charge

on the Unit in favour of the Developer and/or the Association, as the case may be, for the purpose of recovering the outstanding dues.

7. **Purchaser's Covenants:** The Purchaser do hereby agree, accept and covenant with the Vendor as follows:

7.1 Inspection: The Purchaser has inspected and verified, inter alia, all the documents related to the title of the Vendor to the Said Premises, the plans sanctioned by the South Dum Dum Municipality from time to time, the completion certificate, the Subject Apartment including its area, construction quality, finishing and the amenities provided therein.

7.2 Confirmation: The Purchaser confirms and hereby declares that it is fully satisfied with:

- a) All the documents mentioned in Clause 7.1
- b) Construction quality and finishing of, Unit including its area, and the amenities provided therein.
- c) Vendor had complied all terms of the agreement for sale and this conveyance is being executed in consonance with the Sale Agreement.
- d) That there are no structural and other defects in workmanship, quality of the provision of the services.
- e) That the Vendor has complied with all other obligations as per Sale Agreement relating to the Project.
- f) That the Purchaser shall not hereafter raise any objection and/or complaint whatsoever without limitation regarding the designs, layout, accommodation, specifications, fittings and fixtures in the Subject Apartment, the amenities, utilities and/or facilities provided therein and/or in the Complex, the Apartment Area, nor ever raise any claim against the Vendor and/or its agents regarding the construction and/or manner of construction and/or workmanship thereof and/or in regard to the completion of the construction work of Project.
- g) That the Purchaser shall not question any apportionment of the Maintenance Charge, any other

expense or any other matter on the basis of the Apartment Area.

- 7.3 Permission for further construction:** The Purchaser hereby specifically grants the Vendor the right, power and authority and consents to the Vendor for amalgamating further areas to the Said Premises and make further constructions. The Purchaser hereby confirms and acknowledges that it shall never claim any right title and/or interest over or in respect of any such additional constructions that the Vendor may make in the areas that will be amalgamated to the Said Premises or at the said premises itself, save as stated herein, and that the Purchaser shall not obstruct in any manner whatsoever to such construction work by obstructing the passage of men, materials, servants and/or vehicles engaged for carrying on such construction work or by any other means whatsoever.
- 7.4 Utilities:** The Purchaser grants specific non-revocable authority to the Vendor and/or to the Association, as the case may be, to decide the manner and place of laying the utilities for the building and/or said premises including without limitation sewerage, electric lines, water pipes, cables and gas lines.
- 7.5 Purpose of Use:** The Purchaser shall not use or allow the Subject Apartment or any part or portion thereof or allow the same to be used for any office, club, meeting, conference hall, school, clinic, Guest house, boarding/lodging house, catering place, restaurant or other public purpose or any other non-residential purpose but use the same only for residential purposes.
- 7.6 Interiors of the Subject Apartment:** The Purchaser shall not change the external façade including position of its windows, colour of the balcony of the Subject Apartment nor the overall ambience of the building in any manner whatsoever.
- 7.7 Enforcement:** The Purchaser shall be bound to follow the Common Rules that may be framed by the Vendor, or the Association after it, for the common advantage of all the Co-Owners and any violation thereof shall entitle the Vendor or the Association, as the case may be, to claim damages and to restrict the Purchaser from using or enjoying the Common Portions and/or any part or portions thereof.

- 7.8 **Installations:** The Purchaser shall not install any apparatuses including without limitation antennas, dish or otherwise, anywhere outside the Subject Apartment, including its outer walls, without the prior written permission of the Vendor or the Association, as the case may be.
- 7.9 **Installation of Outdoor Units of Air Conditioners:** The location and method of installing the outer units of the air-conditioners (hereafter the "**Outer Units**") has been earmarked for each Apartment. The Purchaser shall adhere to the installation norm for installing of the Outer Units at the Subject Apartment and shall not install such outer units in the Subject Apartment anywhere else but the places earmarked for it.
- 7.10 **Heavy Goods:** The Purchaser shall not keep any item of heavy load in the Subject Apartment which may cause structural damage.
- 7.11 **Ensure Abidance:** The Purchaser shall ensure that all its men, servants, agents and/or visitors strictly abide by these Covenants of the Purchaser as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Purchaser, directly or indirectly, or in any way connected to the Purchaser shall be considered to be its agents and the Purchaser shall be fully responsible and liable for all acts of omission or commission of all such persons as also its visitors.
- 7.12 **Signage of the Vendor:** The Purchaser shall not in any manner whatsoever obstruct the Vendor and/or its agents from affixing its signage at the roof top of building, the cost of installation and the running electrical cost for which shall be borne and paid by Vendor and/or its agents.
- 7.13 **Registration Cost for Common Portions:** For all purposes, the proportional shares of the land and the Common Portions being hereby transferred to the Purchaser upon formation of the Association it will be deemed that the right, title and interest to these have been transferred to the Association. However, in the event the land shares and the shares in the

Common Portions are required to be separately transferred to the Association by operation of any statute, the Purchaser shall be bound to pay the proportionate cost of Stamp Duty, Registration Fees and incidental cost for such registration which proportion shall be what the Apartment Area bears to the aggregate area of the all the Apartments in the Complex.

- 7.14 **Insurance Cost:** In the event any part or portion of the building is to be insured, the cost of premium and other expenses for such insurance shall be included in the common expenses.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of bastu land, measuring an area 9 (nine) Cottahs, equivalent to 15 (fifteen) Decimals, more or less, together with Tiles shed structure standing thereon, measuring an area 350 (three hundred fifty) Square feet, more or less, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, in Mouza – Patipukur, J.L. No.24, Touzi No.1298/2833, in C.S. Dag No.509, under C.S. Khatian No.186, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), butted and bounded as follows :

- ON THE NORTH** : By 16'-0" wide passage;
ON THE SOUTH : By 33'-0" wide S.K. Deb Road;
ON THE EAST : By 25'-0" wide S.K. Deb Road;
ON THE WEST : By others plot.

SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT Multi-storeyed (G+6) brick-built, messuage, tenement, hereditament and premises and/or building, TOGETHERWITH the piece or parcel of bastu land, thereunto belonging whereon or on part whereof the same is erected and built, building known as "**NIRMALA SQUARE**", containing an area of 9 (nine) Cottahs, equivalent to 15 (fifteen) Decimals, more or less, together with Tiles shed structure standing thereon, measuring an area 350 (three hundred fifty) Square feet, more or less, lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, in Mouza – Patipukur, J.L. No.24, Touzi No.1298/2833, in C.S. Dag No.509, under C.S. Khatian No.186, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), butted and bounded as follows :

- ON THE NORTH** : By 16'-0" wide passage;
- ON THE SOUTH** : By 33'-0" wide S.K. Deb Road;
- ON THE EAST** : By 25'-0" wide S.K. Deb Road;
- ON THE WEST** : By others plot.

THIRD SCHEDULE ABOVE REFERRED TO :

(Unit)

ALL THAT one unit being residential **Flat** No....., on the, measuring carpet area(.....) Square feet, more or less, , TOGETHERWITH one covered car parking space, on the Ground floor, as contained in the building known as "**NIRMALA SQUARE**", lying and situated at Municipal Holding No.585, S.K. Deb Road, Police Station – Lake Town, Kolkata – 700 048, in Municipal Ward No.34, within the jurisdiction of the South Dum Dum Municipality, District -24 Parganas (North), morefully and particularly described in the **SECOND SCHEDULE** hereinabove written, TOGETHER WITH undivided proportionate share in the land and the building thereon, morefully and particularly described in the **SECOND SCHEDULE** hereinabove written, TOGETHER WITH common right over the passage, stair case, lift, main entrance, ultimate roof, drain line, water line, pumps and mortars etc., of the said building in common with the Vendors and the other Purchaser and/or Purchasers, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, TOGETHER WITH obligation to pay for expenses for maintenance and repair of the main structure of the said building, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, AND FURTHER, subject to the restrictions mentioned in the **SIXTH SCHEDULE** hereunder written.

FOURTH SCHEDULE ABOVE REFERRED TO :

THE VENDORS, PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDETURE SHALL INCLUDE :

1. Stair cases on all the floors and two nos. of lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, water Tank, water pipes and overhead tank on the roof, and other common plumbing installation and also pump.
5. Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the unit hereunder agreed to be sold, and any other unit beside the same on any side thereof.

9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the respective units.
11. Electrical wirings, meters (excluding those installed for any particular UNIT).
12. Two nos. of Lift and their accessories.
13. GENERAL COMMON ELEMENTS and facilities meant for the said 'FLAT'
 - a. All private ways, curves, side-walls and areas of the said premises.
 - b. Exterior conduits, utility lines.
 - c. Public connection, meters, gas, electricity, telephone (Intercom) and water owned by public utility or other agencies providing such services, and located outside the building.
 - d. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - e. All elevators including shafts, shaft walls facilities.
 - f. All other facilities or elements or any improvement outside the flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - g. The foundation, corridor, lobbies, stairways Entrance and exits, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'FLAT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.
 - h. Utility lines, telephone and electrical systems contained within the said building.
 - i. The ultimate structure in the said building, will jointly be undivided property among the other owners-the Purchasers herein, or other purchasers of different units, subject to limitation, if any, to their such rights of the said building, the purchaser or purchasers being entitled to use and enjoy with the owner, other purchaser, or purchasers without causing inconvenience to one another.

FIFTH SCHEDULE ABOVE REFERRED TO :

THE VENDORS, PURCHASER OR PURCHASERS SHALL HAVE TO BEAR :

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common area, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motor, pumps, water, gas pipe, electric wirings, installation, sewers, drains, and all other common parts, fixtures, fittings and equipments, in under or upon the building enjoyed or used in common by the Purchaser co-Purchasers, or other occupiers thereof.

2. The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, lift and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of the establishment reasonably required for the maintenance of the building, and, for vigilance, safety and security thereof and other incidental costs, as well.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and suppliers of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
7. South Dum Dum Municipality Multi-storeyed building tax, if any, and other similar taxes, save those separately assessed on the respective unit.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental expenses for maintenance, up-keep and security of the building and Govt. duties, as may be determined by the "FLAT" and/or flat owner's Association, as shall be formed by the flat-owners, inclusive the Vendors as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act, and bye Laws, as amended being obligatory on their part in the fullest legal sense of the term.
10. The share of the Purchaser or Purchasers in such common expenses shall generally be proportionate in accordance with the liability of the flat hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered there under.

SIXTH SCHEDULE ABOVE REFERRED TO :

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE FLAT HEREUNDER DEMISED INTER-ALIA SHALL INCLUDE THE IMPOSITION AND RESTRICTION AS UNDER :

The Purchaser or Purchaser/Vendors, and other occupiers, if any, of the building, shall not be entitled to use the aforesaid FLAT/UNIT for the following purpose.

1. Not to use the said "UNIT" and ultimate roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the owner or occupiers of the other units, inclusive of "UNIT", nor to use the same for any illegal or immoral purpose in any manner whatsoever.
2. Not to carry on or permit to be carried on upon the said "UNIT" any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said "UNIT" which may be illegal or forbidden under any law for the time being in force.

3. Not to demolish or cause to be demolished or damaged the said "UNIT" or any part thereof.
4. Not to do or permit to be done any act deed or thing which may render void or voidable any insurance of any unit or any part thereof, or cause any increase in premium payable in respect thereof.
5. Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.
6. Not to decorate the exterior of the said Unit, which may affect the other Units within the said building, or the structure thereof, in any manner whatsoever.
7. Not to throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulate in the "UNIT", or any portion of the building housing the same.
8. Not to avoid the liability or responsibility or repairing any portion, or any component part of the "UNIT" hereunder agreed to be sold and transferred, or fittings and fixtures therein for storing water, sewerages etc. in the event of such portion or part, or fixtures and fittings within the "UNIT", demanding repairs thereby causing inconvenience and injuries to other "UNIT" owners as may be affected in consequence nor to avoid obligation for going free access to the "UNIT" or portion thereof to men agent, masons, as may be required by the flat Owner's Association from time to time therefore on request therefore by such Association.
9. Not to paint outer walls or portion of their "UNIT", common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their "UNIT" only in any colour of their choice.
10. Not to encroach any common portion of the building, not to obstruct, jeopardie the user thereof, not to encumber any of such portion in any manner whatsoever.
11. The Purchaser of the "UNIT" together with other Purchasers or owners of the other "UNIT" shall, must have the obligations to form an association of such flat owners being members thereof for such purpose according to the provisions of Apartment Ownership Act. And bye Laws as amended upto date, the decisions of the said Association as per unanimous resolution of the members thereof shall always be binding on the members, be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

SEVENTH SCHEDULE ABOVE REFERRED TO :

SPECIFICATION OF THE CONSTRUCTION AND THE FIXTURES AND FITTINGS IN THE FLAT ANNEXED SEPERATELY HERETO :

1. BUILDING IN GENERAL : R.C.C. from structured building with good quality and proper R.C.C. foundation as per the design of Architect/Engineer.
2. OUTSIDE/PARTITION WALLS : Outside walls will be 8" and 5" and partition walls will be 5"/3" the standard quality brick in proper sand cement mortar.
3. WALL AND CELLING : Inside the walls and ceiling will be plastered with sand cement mortar and putty with proper proportion and finished.

4. FLOORING : Entire floor of Bed rooms, Living-cum-dining, Kitchen, Toilets and Verandah with skirting will be Vitrified tiles finished.
5. KITCHEN : Black stone with granite finish on the top of the platform and glazed tiles upto 2'6" feet height from kitchen platform, one steel sink will be provided in kitchen.
6. DOORS & WINDOWS : All door shutters will be flush door and door frames in good quality complete and doors fitted with locking arrangement and the Aluminum sliding window and 3mm glass panels provided for all windows. In Verandah upto waist height grill will be provided.
7. TOILETS : Bathroom with Western commode of Parryware , showers and top tap, one wash basin and hot and cold water arrangement will be provided, in each of the two toilets will be fitted with tiles upto six feet height from floor level. All C.P fitting of reputed brand Jaquar.
8. WATER SUPPLY : twenty four hours water supply through Deep Tubewell in two toilets & and additional municipal water in kitchen.
9. ELECTRIFICATION : Full concealed wiring with copper conduit of Havells.
 - a. Bed Room – Three light points, One fan point, one 5Amp plug point. One A.C. point, one T.V. Point in each Bedroom.
 - b. Living & Dining – Five light points, Three fan points, Two 5Amp socket, One 15Amp Socket, provision for T.V. point, Telephone Socket, without cable or wiring, one Intercom point in each Flat.
 - c. Kitchen – Two light Point, One exhaust fan point and One 15Amp plug point, Two 5Amp plug point
 - d. Toilet– One light point, One exhaust fan point and One 15Amp. Plug point in each bath room.
 - e. Verandah/Balcony – One light point, One 5Amp plug point, one Water point with tap.
 - f. Calling Bell – One calling bell point at the main entrance of each flat.(All switches and wires of Havells)
10. All stairs and landings of the stairs will be finished with Marble and common areas walls and ceilings will be finished by plaster of paris. One way light to staircase.
11. SWERAGE – All sewerage lines will be connected to the septic tank through underground pipe line, surface, drainage system will be provided if required connecting to the said drain.
12. WATER LINE/PLUMBING – Concealed G.I./P.V.C. pipe lines in Toilets and Kitchen, CP pillar cocks and bib cocks, Brass stop cock, outside water lines exposes PVC pipe. CI coil lines, PVC rain water lines, white porcelain, one wash basin in each Flat PVC cistern.
13. One Loft will be provided in each Flat.
14. Roof – Water proof roof, cast with roof tiles.
15. Two Lift facilities all the floors.
16. Outside walls of the building marching color (Weather coat paint).

MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser a total sum of Rs.....towards sale consideration vide following instruments:

Cheque No./ Cash	Dated	Drawn on	Amount Rs.
TOTAL RUPEES FIFTEEN LAKH FORTY EIGHT THOUSAND ONE HUNDRED FIFTY NINE ONLY.		TotalRs.	

WITNESSES :

1.

MR. NARENDRA MANPURIA
DIRECTOR OF
"CALIBRE COMMERCIAL PVT.
LTD."

..... DEVELOPER/CONFIRMING
PARTY/THIRD PART

2.

IN WITNESS WHEREOF the parties hereto above named set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED BY
THE VENDORS AT KOLKATA
IN THE PRESENCE OF :

- 1.
- 2.

SIGNED AND DELIVERED BY
THE PURCHASERS AT KOLKATA
IN THE PRESENCE OF :

- 1.
- 2.

2
SIGNED, SEALED AND DELIVERED
BY THE DEVELOPER AT KOLKATA
IN THE PRESENCE OF:

- 1.
- 2.

Drafted by me :
Pratyush Patwari
Advocate

High Court, Calcutta