

THIS INDENTURE made this ____ day of _____, 2019 **BETWEEN** _____ by Occupation _____, residing at _____ having PAN _____ Having Aadhar No _____ are hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

_____ Having **PAN** _____ Having Aadhar No. _____) 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 their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

AND

_____, (**PAN** _____ Aadhar No. _____), son of _____, residing at _____, Police Station-_____, Post Office-_____, Kolkata-700 ____, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**:

[If the Allottee 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**.

[If the allottee is a company]

..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at

..... (PAN), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated, hereinafter, referred to as the "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

OR

[If the allottee is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof he 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 administrator of the last surviving partner and his/her/their assigns).

OR

[If the allottee is an individual]

Mr./Mrs./Ms..... (Aadhar No.) son/daughter/wife of, Mr..... aged about Years, residing at, (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms. (AadharNo.....)
Son/daughter/wife of..... Aged about..... Years for self and as the

Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN-.....), (hereinafter referred to as, "Allottee(s)", (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 permitted assigns).

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

WHEREAS:

- A. The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** demarcated specified piece or parcel of land containing and/or measuring of 13 Cottahs 10 Chittack

approximately be the same a little more or less together with a Tin Shed Structure measuring more or less 1000 Sq. Ft. of covered area in Holding No. 77, Chetla Road, Police Station - Chetla, Kolkata - 700 027, Ward No. 82, within the limits of the Kolkata Municipal Corporation, together with right to use the common passage, more fully and particularly described in the **First Schedule** hereinafter written, (hereinafter for the sake or brevity referred to as the said '**PREMISES**'), free from all encumbrances, charges, liens, lispens, attachments, trusts whatsoever or howsoever by way of a registered Deed of Gift dated 19.06.2009, which is duly registered in the office of D.S.R.-I, Alipore, South 24-Parganas and recorded therein in Book No. I, CD Volume No. 9, Page Nos. 3626 to 3641 being Deed No. 02007 for the year 2009, wherein the Vendor's own sister Smt. Rakhi Chowbey, wife of Sri Manish Chowbey, recorded therein as Donor, in lieu of natural love and affection gifted and donated the aforesaid property to the Owner/Vendor herein.

- B. The entirety of the said premises is presently under the occupation of the Vendor.
- C. The Vendor has got his name mutated in the records of the Kolkata Municipal Corporation vide Assessee No. 10820401487.
- D. By an Agreement dated 20.01.2012 entered into by and between the Vendor and the Developer, the Vendor has granted the exclusive right to demolish the existing structure and construct, erect and complete a new building on the said Property in pursuance of the map or plan to be sanctioned by the Kolkata Municipal Corporation for the consideration and on the terms and condition mentioned and recorded therein (hereinafter referred to as the said 'Development Agreement').
- E. In pursuance of the said Development Agreement the Vendor is entitled to **ALL THAT** the 45% share or interest in the constructed space comprised in the various Flat/Apartments/constructed spaces and car parking spaces and roof comprised in the said building and/or the said Premises TOGETHER WITH the undivided proportionate share or interest in all the common parts portions areas facilities and/or amenities to comprised in the said building and/or the said premises ALSO TOGETHER WITH the undivided indivisible impartible proportionate share or interest in the land comprised in the said Premises hereinafter collectively referred to as the OWNER'S ALLOCATION and the Developer is entitled to **ALL THAT** the remaining 55% share or interest in the saleable space comprised in the various Flat/Apartments/ constructed spaces and car parking spaces comprised in the said building and/or the said Premises TOGETHER WITH the undivided proportionate share or interest in all the

common parts portions areas facilities and/or amenities to comprised in the said building and/or the said premises ALSO TOGETHER WITH the undivided indivisible impartible proportionate share or interest in the land comprised in the said Premises hereinafter collectively referred to as the DEVELOPER'S ALLOCATION and the Owner/Vendor and the Developer have identified their respective allocation.

- F. In pursuance of the said Development Agreement the Developer has prepared and submitted a proposed Plan to Kolkata Municipal Corporation for sanction being Building Permit No.2013090063 dated 24th October, 2013 whereby and whereunder the Developer has become entitled to construct, erect and complete a new building comprising of Basement, Ground Plus Five upper floors on the entirety of the said Premises comprising of various self contained flats/units/apartments/ constructed spaces and car parking spaces to be acquired by intending Purchaser/s on ownership basis.
- G. Subsequently the developer prepared a revised plan (hereinafter referred to as the said 'PLAN') which was duly submitted to the Kolkata Municipal Corporation for re-sanction. The said plan was re-sanctioned vide building permit no..... dated 21st July, 2017 hereinafter referred to as the "Revised Plan" whereby and whereunder the Developer has become entitled to construct, erect a building comprising of Basement, Ground Plus, Mezzanine, and Seven upper floors on the entirety of the said Premises comprising of various self contained flats/units/apartments/ constructed spaces and car parking spaces to be acquired by intending Purchaser/s on ownership basis
- H. By and under the said Plan the Basement alongwith the Ground floor and the frontal portion of the First Floor and the half portion of seventh floor of the New Building has been approved for sanction for commercial purpose (hereinafter referred to as the said 'Commercial Area'). The said Basement alongwith the Ground floor and the frontal portion of the First Floor which will have a separate entrances and having separate staircases serving the Commercial Area and shall have no connection with the rest of the Residential portion of the Building. The half portion of the seventh floor also being commercial shall have same entrances as that of the residential portion. Two lifts have been provided on ehas been earmarked for Residential and the other has been earmarked for Service purposes. The seventh floor being fully commercial, the lift earmarked for service purpose shall be used by the Employees, servants, agents and visitors of the owner/owners of such commercial area. The Employees, servants, agents and visitors of the owner/owners of the seventh floor shall at no times be entitled to use the lift earmarked for residential purpose.

H. The Purchaser is desirous of acquiring on ownership basis **ALL THAT** the Flat No., on the floor of the said New Building, presently in course of construction at the said Premises containing by ad-measurement Sq. Ft. Carpet Area be the same a little more or less, along with Servant Quarters/store room admeasuring ...sq. ft. carpet area each on the Mezannine floor to the 1st Floor, TOGETHER WITH covered Car Parking Space in the Basement and Ground Floor at the said Premises and TOGETHER WITH the proportionate share or interest in all common parts portions areas and facilities and TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto forming part or portion of the DEVELOPER'S ALLOCATION (more fully and particularly described in the SECOND SCHEDULE hereinafter written) for the consideration and on the terms and conditions hereinafter appearing.

The Purchaser has also inspected, investigated and satisfied himself/herself/themselves as follows:-

- a) the title of the Vendor to the Said Premises;
- b) the right of the Vendor and the Promoter to sell/transfer the said Apartment;
- c) the said Plan(s);
- d) all the documents as recited in the Third Schedule hereunder written;
- e) the carpet area of the said Apartment and the pro rata share in the Common Areas;
- f) the area, type and location of the car parking space, if any;
- g) the open terrace, if any;
- h) the Common Facilities and Amenities of the Apartment and the said Project.
- i) the construction of the said Apartment has been made as per the agreed specifications, fittings and fixtures.

NOW THIS INDENTURE WITNESSETH as follows:

I. DEFINITION:

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

1.1.1 **ACT** - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted.

1.1.2 **RULES** - shall mean the West Bengal Housing Industry Regulation Rules, 2018 and/or any amendment thereto made under the West Bengal Housing Industry Regulation Act, 2017.

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

1.1.4 **SECTION** – shall mean a section of the Act.

1.2 All other words as defined in the **Schedule** here under or in the Agreement for Sale shall have the meaning as ascribed to them.

II. INTERPRETATION:

2.1.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;

2.1.2 Words in singular shall include the plural and vice versa;

2.1.3 Reference to a gender includes a reference to all other genders;

2.1.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

2.1.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Deed;

2.1.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Deed;

2.1.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

1.2.8 In the event of any inconsistency between what has been stated in the Allotment Letter and/or Agreement for Sale and the clauses of this Deed, then in respect to such inconsistency and/or contradiction, the provisions of this Deed shall prevail.

III. In pursuance of the said agreement and in consideration of the aforesaid sum of **Rs...../- (Rupees** **only)** of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Promoter (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment and properties appurtenant thereto) the Vendor doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Purchaser(s) **All That** the **Flat No.**_____ containing a carpet area of _____ **Sq.ft.**, (equivalent to a built up area of _____ **Sq.ft.**) be the same a little more or less **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____Sq.ft., OR the verandah or balcony adjoining the said Apartment containing an area of _____Sq.ft., on the ____ **Floor** of the Building and prorata common areas of _____ Sq.ft., of the Project known as _____ more fully and particularly described in the **Part-I** of the **Second Schedule** hereinbelow written Together with the said Share Together With a Covered Car parking Space being No._____ in the basement of the Building OR Together With Right to park in Open/stacked Car Parking Space being No.____ more fully and particularly described in the **Part-I** of the **Second Schedule** hereinbelow written together with right to enjoy the Common areas more fully and particularly mentioned and described in the **I** of the **Third Schedule** hereinbelow written and the Common Facilities and Amenities more fully and particularly mentioned and described in the **II** of the **Third Schedule** hereinbelow written to be used in common with the other purchasers (hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, amenities and facilities in common with the other Purchasers and the other lawful occupants of the said Project **AND TOGETHER WITH** all easements or quasi-easements rights more fully described in the **Schedule** here under written and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment and the Rights and

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

IV. AND THE VENDOR AND THE PROMOTER DO AND EACH OF THEM DOTN HEREBY COVENANT WITH THE PURCHASER(S) as follows:-

a) Notwithstanding any act deed matter or thing whatsoever by the Vendor/Promoter done or executed or knowingly suffered to the contrary the Vendor/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant 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 Vendor/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.

c) The said Apartment And The Rights And Properties Appurtenant 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 Vendor/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor/Promoter.

d) Within fifteen days from the date of the issue of "Completion Certificate" by the Kolkata Municipal Corporation and upon communication by the Vendor, the Purchaser shall take possession of the said unit/apartment within 15 days from such intimation.

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

f) The Purchaser(s) shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created

occasioned or made by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.

g) **AND FURTHER THAT** the Vendor/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser(s) makes 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 And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.

h) The Vendor has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Apartment And the Rights And Properties Appurtenant 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.

i) The Vendor/Promoter do hereby further covenant with the Purchaser(s) 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(s) shall produce or cause to be produced to the Purchaser(s) 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 Premises and also shall at the like request and costs of the Purchaser(s) deliver to the Purchaser(s) such attested or other true copies or extracts there from as the Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

V. AND THE PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED DO AND EACH OF THEM DOTI HEREBY COVENANT WITH THE VENDOR AND THE PROMOTER as follows:-

a. to co-operate with the Promoter and/or the facility management agency appointed by the Promoter or the Association in the management and maintenance of the Said Project and other Common Purposes and formation of the Association.

b. to strictly follow and adhere, to the rules and regulations including, but not limited to, the rules, regulations and restrictions more fully described in the **Fourth Schedule** here under written and/or the terms and conditions as may be decided by the Association with regard to the usage and timings fixed, in respect of the common areas, common facilities and amenities provided in the Project and to pay for maintenance of such areas, facilities, amenities and electricity charges, as may be fixed or determined by the Association of Purchaser(s) from time to time.

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

a) The Purchaser shall reimburse the following expenses on or before the execution of the Deed of Conveyance which are quantified as follows:

1) The purchaser shall bear the proportionate cost of DG Sets of Rs.96,787/- and CESC Security Deposit of Rs.73,100/- plus misc expenses of Rs.10,000/- for each flat. Over and above, the purchaser will keep in deposit a sum of Rs..... as one year maintenance charges calculated at Rs.... per sq ft.

2) Further the Purchaser will pay the consolidated Cost incurred for Laying of Air Conditioner water pipes such as slab cutting, cost of pipes and fittings, cost of laying, sand, cement, PCC, Labour, Stone Chips which will a lumpsum of Rs. 10,000.00 for 3 BHK and Rs. 16,000.00 for 4 BKH units respectively.

3) The Purchaser shall bear a one time Association formation charges of Rs. 10,000/- each unit.

4) The Purchaser shall be liable to pay the Stamp Duty and registration charges and Legal Fees for the execution and registration of the Deed of Conveyance

5) SINKING FUND

a) At or before entering into this agreement it has been expressly communicated to the Purchaser that the said Building is to be kept and retained as a decent residential cum commercial building in Kolkata and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the said building continues it has been agreed that the Purchaser shall keep in deposit a sum of Rs.30,000/- / Rs.60,000/- as agreed or determined by the Vendor in their absolute discretion towards Sinking/Reserve Fund which shall be held free of interest by the Vendor and upon the formation of the Society/Association/Holding Organization/Syndicate (HOLDING ORGANISATION) made over to the Holding Organization which shall be entitled to invest the same in Bank Fixed Deposits only and apply the income for the purpose of meeting the expenses which may be necessary or required or the purpose of repairs

maintenance security and upkeep of the building and such deposit towards such sinking/ reserve fund shall not absolve the Purchaser of his/her/its obligation for the payment or contribution for periodical maintenance and other charges.

b) From the date next to the date of making over possession of the said Apartment to the Purchaser(s), the Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings to the Association of the Purchasers, as the case may be:-

I) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to Kolkata Municipal Corporation Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Association of the Purchasers proportionate share of all such rates and taxes assessed on the new building.

II) All other taxes including Goods and Service Tax if payable by the Association of the Purchasers, 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 Project as a whole and whether demanded from or payable by the Purchaser(s) or the Association, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Apartment and proportionately in case the same relates to the Project as a whole.

III) Electricity charges for electricity consumed in or relating to the Apartment to the Association of the Purchasers based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Association of the Purchasers shall be liable to pay the same to CESC.

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

i) Fuel charges on the basis of the KWH meter and the applicable fuel rates;

ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.

iii) Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Association on account of major repairs, replacement etc., of such generator.

iv) Government duty at applicable rates on alternate generation of power.

V) The proportionate share of all Common Expenses (including those mentioned in the **Fifth Schedule** hereunder written) payable to the Association of the Purchasers from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Association of the Purchasers the maintenance charges calculated on actual basis. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Association of the Purchasers 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(s).

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

c) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Association from time to time for the common purposes.

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

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

f) Save the said Apartment the Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments.

g) The undivided share in the land below and underneath the Project hereby sold and transferred and attributable to the said Apartment shall always remain indivisible and impartible.

h) The Purchaser(s) shall keep the Vendor/Promoter indemnified of from and against all actions, proceedings, damage, claims, demands, costs, charges, expenses and proceedings made against or suffered by the

Vendor/Promoter and/or the Association (upon formation) relating to the said Tower/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Purchaser(s) or the servants / agents / licensees / invitees / visitors of the Purchaser(s) and/or any breach or non-observance by the Purchaser(s) of the Purchaser(s)'s covenants and/or any of the terms herein contained.

i) The Purchaser(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the existing laws, rules and regulations governing such sale and transfer.

VII. DEFECT LIABILITY:

a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of obtaining Completion Certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

b) However, it is clarified that the Defect Liability of the Promoter under the applicable statute for the time being in force shall not cover defects, damage or malfunction resulting from the following events:

(i) where the manufacturer warranty as shown by the Promoter to the Purchaser(s) ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment/Tower and if the annual maintenance contracts are not done/renewed by the Purchaser(s);

(ii) regular wear and tear of the Apartment/Tower excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20* C and which do not amount to structural defects and bad workmanship or structural defect;

(iii) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing

pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

(iv) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(v) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(vi) If the Purchaser after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

(vii) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

(viii) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.

(ix) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

(x) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

c) It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser(s) it shall be necessary to mutually appoint an

expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Deed.

d) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause VII hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE PREMISES)

ALL THAT demarcated specified piece or parcel of land containing and/or measuring of 13 Cottahs 10 Chittack approximately be the same little more or less in Holding No. 77, Chetla Road, P.S.-Chetla, Kolkata-700027, Ward No. 82 within the limits of the Kolkata Municipal Corporation, together with right to use the common passage and butted and bounded as follows :

On the North : By Premises No.74, Chetla Road;

On the East : Adi Ganga;

On the South : By premises No. 78, Chetla Road;

On the West : Chetla Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Said Apartment)

(THE SAID FLAT AND THE PROPERTIES APURTENANT THERETO)

ALL THAT the residential Apartment/Commercial space No..... on the floor of the said New Building namely "77 Estates" situate and lying at 77, Chetla Road, P.S.-Chetla, Kolkata Municipal Corporation Ward No. 82,

Kolkata-700027, containing by ad-measurement Sq. Ft. Carpet area be the same a little more or less, along with Servant Quarters/store rooms being No..... admeasuring sq. ft. carpet area each on the Mezzanine floor to the 1st Floor, TOGETHER WITH covered Car Parking Space being No..... in the Basement/ space being No.....on the Ground Floor admeasuring sq. ft. each at the said Premises TOGETHER WITH the proportionate share in all common parts portions areas and facilities and TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO
(The common areas and installation common to the co-owners)

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1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas

(excluding those as are installed for any particular Flat) and spaces required therefore.

10. Windows/doors and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories.
12. Lifts and their accessories installations and spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.
14. 50% of the terrace for common use shall be converted into a common roof garden.
15. Each Floor of the building shall have Close Circuit Television Cameras (CCTV) at conspicuous places.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the terrace gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining

repairing and where necessary reinstating any boundary wall hedge or fence.

4. Keeping the Drive way in good repair and clean and tidy and edged where necessary and clearing the Drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any flat/Flats.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and

- contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
 17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/Flats.
 18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
 19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
 20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
 21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
 22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Flats/flats along with car parking space/spaces and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT)
(INTERNAL AND EXTERNAL SPECIFICATIONS)**

FOUNDATION:

- **STRUCTURE** : RCC framed structure, designed for earthquake Resistance.
- **PILING** : Piling with RMC.
- **MASONRY** : 8", 5" & 3" thick brickwork.
- **ROOF** : Ceramic and Vitrified Tile cover over RCC Slabs alongwith water proofing with land scape.

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DOOR FRAME:

- **MAIN DOOR** : 4" X 2.6" Sal Wood.
- **OTHER DOOR:** 4" X 2.6" Flush Doors.

DOORS:

- **DOORS** : Flush Doors at main gate with Godrej locks, Door Handle and hinges.
- **INTERNAL DOORS** : Internal door of flush door with mortise locks of Godrej/Archies or equivalent, handle and hinges.
- **TOILET DOORS** : Flush doors with handle and hinges
- **WINDOWS/VENTILATOR** : Anodized aluminium windows coated in all windows, casement, sliding with coloured glass.

PAINTING:

- **INTERIOR** : One coat of putty (Birla White/J.K. Cement/

Laticrete or equivalent).

- **CEILING** : Putty finish.
- **EXTERIOR** : Weather proof emulsion paint
- **MAIN DOOR** : Polished.
- **INTERNAL DOORS** : Raw.
- **TOILET DOORS** : Raw.

ELECTRICALS:

- Concealed insulated copper wiring (Polycab) with Modular switches from M.K.
- MCB of Legrand.
- Provision for air-conditioner alongwith external air-conditioner structure, copper wiring and switches all complete in all the bedroom/living-dining at an extra cost. Air conditioning units shall be installed at the designated location only and no window air conditioners will be allowed.
- Telephone points.
- Provision of power point 5A/15A for mixer/fridge, microwave in the kitchen.
- Provision for exhaust fan and chimney in kitchen and toilets.
- Provision of electrical point for washing machine in utility.

FLOORING:

- **ROOMS** : Vitrified Tiles (Kajaria/Nitco/R.A.K./Asian/Imported Tiles or equivalent)

GRILL: At the windows from inside as per the design approved by the architect at an extra cost.

COMMON AREA : Kota Stone/Black Stone/Industrial Tiles.

- **STAIRECASE** : Marble.
- **MAIN LOBBY ENTRANCE** : Italian Marble.
- **CORRIDOR** : Vitrified Tiles / Marble .

KITCHEN:

- Stainless steel sink and jaguar.
- Granite platform with tile cladding of 2 above platform.

BATHROOMS:

- CP fitting of Jaguar
- Designer tiles on walls up to 7' height.
- Hot & Cold water plumbing.
- Provision for geyser.
- Anti-skid floor tiles Kajaria / Equivalent.
- Wall Tiles – Kajaria / Equivalent.
- **SANITARYWARE** : Wash Basin, Water Closet of reputed brand like Jaquar / Equivalent.

LANDSCAPED DRIVEWAY:

- Principal landscape with trees, plants and lights.

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

SIGNED AND DELIVERED BY Please affix
THE WITHIN NAMED photograph and
PROMOTER: sign across the
photograph

(1) Signature

Name

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

Please affix
photograph and
sign across the
photograph

(1) _____ Signature

Name

Address

(2) _____ Signature

Please affix
photograph and
sign across the
photograph

Name

Address

At _____ on _____ in the presence of :

WITNESSES:

1. Signature
Name _____
Address _____

2. Signature
Name _____
Address _____

R E C E I V E D of and from the
within-named Purchaser the within-
mentioned sum of Rs. _____/-

(Rupees

Only) being the full consideration
money as per Memo below

MEMO OF CONSIDERATION

Date	By Cheque No's/RTGS	Bank & Branch	Amount paid
		Grand Total:	Rs. _____/-

(RUPEES _____ ONLY).

WITNESSES:

1.

Promoter

2.

SCHEDULE- 'D'

SCHEDULE- 'E' -