

Draft/Sample

**DEED OF CONVEYANCE**

**THIS INDENTURE OF SALE** made this \_\_\_\_\_ day of \_\_\_\_\_,  
**TWO THOUSAND AND \_\_\_\_\_ (20\_\_\_\_\_)**

**BETWEEN**

**(1) SRI CHIRANJIB DAS (PAN NO. ADWPD 1123G)**, son of Late Rasik Chandra Das, by nationality – Indian, by faith – Hindu, by occupation – Chartered Accountant, presently residing at 1/3, Avenue East, Modern Park, PO – Santoshpur, P.S. – Purba Jadavpur, Kolkata – 700075, **(2) SRI SANJIB KUMAR DAS (PAN NO. CGXPD 6129G)**, son of Late Rasik Chandra Das, by nationality – Indian, by faith – Hindu, by occupation – Service, presently residing at Golabati, G.P. Road, Bagmore, PO – Kanchrapara, P.S. – Bijpur, North 24 Parganas and **(3) SRI SUBRATA DAS (PAN NO. AFPPD 0970G)**, son of Late Chittaranjan Das, by nationality – Indian, by faith – Hindu, by occupation – Medical Practitioner, presently residing at Golabati, G.P. Road, Bagmore, P.O. Kanchrapara, P.S. Bijpur, Dist. North 24 Parganas, represented by their Constituted Attorney **SRI BIKRAM KUMAR SARAF**, son of Sri Binode Kumar Saraf, hereinafter called the “**OWNERS**” (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include their heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

**AND**

**M/s I-RED PROJECTS LIMITED (PAN AABCI9260J)**, a company within the meaning of the Companies Act, 1956 and having its registered office at 6, Puran Chand Nahar Avenue, Post Office-Dharmatala, P.S. Taltala, Kolkata - 700013, represented by its Director **SRI BIKRAM KUMAR SARAF (PAN AVRPS6829B)**, Son of Sri Binode Kumar Saraf, by faith- Hindu, by occupation- Business, residing at 1, Jubilee Park, Flat No. 3N, Block-3, P.S. Jadavpur, P.O. Tollygunge, Kolkata - 700033, West Bengal, hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include its administrators, successors-in-interest and assigns) of the **SECOND PART**.

**AND**

**Sri** \_\_\_\_\_ **s/o** \_\_\_\_\_ **w/o** \_\_\_\_\_ by  
Nationality: \_\_\_\_\_ by faith: \_\_\_\_\_, by Occupation :

, residing at \_\_\_\_\_ hereinafter (jointly) referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, administrators, representatives and assigns) of the SECOND **PART**

### **CHAPTER-I # DEFINITIONS**

I. Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- 1A.1 **ARCHITECT** shall mean and include such person or firm who may be appointed as architects of the building by the Developer.
- 1A.2 **NEW BUILDING/BUILDING** shall mean the proposed multistoried building (I-Red USHA) constructed by the Developer at the said Property in accordance with the Sanctioned Building Plan.
- 1A.3 **OWNERS** wherever it is appearing shall mean and include **SRI CHIRANJIB DAS** (PAN NO. ADWPD 1123G), son of Late Rasik Chandra Das, by nationality - Indian, by faith - Hindu, by occupation - Chartered Accountant, presently residing at 1/3, Avenue East, Modern Park, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata - 700075, (2) **SRI SANJIB KUMAR DAS** (PAN NO. CGXPD 6129G), son of Late Rasik Chandra Das, by nationality - Indian, by faith - Hindu, by occupation - Service, presently residing at Golabati, G.P. Road, Bag More, P.O. Kanchrapara, P.S. Bijpur, Dist. North 24 Parganas and (3) **SRI SUBRATA DAS** (PAN NO. AFPPD 0970G), son of Late Chittaranjan Das, by nationality - Indian, by faith - Hindu, by occupation - Medical Practitioner, presently residing at Golabati, G.P. Road, Bag More, P.O. Kanchrapara, P.S. Bijpur, Dist. North 24 Parganas and shall include their heirs, executors, administrators, legal representatives and assigns;
- 1A.4 **DEVELOPER** shall mean and include the said **M/s I-RED PROJECTS LIMITED (PAN AABCI9260J)**, a company within the meaning of the Companies Act, 1956 and having its registered office at 6, Puran Chand Nahar Avenue, Post Office-Dharmatala, Police Station- Taltala, Kolkata - 700013, WB, India, represented by its Director **SRI BIKRAM KUMAR SARAF (PAN AVRPS6829B)**, Son of Sri Binode Kumar Saraf, by faith-Hindu, by occupation- Business, residing at 1, Jubilee Park, Flat No. 3N, Block-3, Police Station - Jadavpur, Post Office-Tollygunge, Kolkata 700033, West Bengal and its successor or

successors - in - interest, transferors, nominee/s and/or assigns.

- 1A.5 **PURCHASER** shall mean and include his/her/their heirs executors, administrators, representatives and assigns, but not include nominee or nominees.
- 1A.6 **COMMON FACILITIES/PORTIONS** shall include paths passages, stairways, elevator, water courses, drains, sewers and other spaces and facilities whatsoever expressly to be specified by the Developer upon completion of the new building for enjoyment by the Flat/Unit Owners subject to payment of maintenance charges in favour of Developer or maintenance-in-charge.
- 1A.7 **MAINTENANCE -IN-CHARGE** shall mean and include the Developer herein till the formation of the Association to be formed by the Developer.
- 1A.8 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services.
- 1A.9 **PROPERTY/PREMISES** shall mean and include the said **Property** morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- 1A.10 **PLAN** shall mean the map or plan sanctioned by the **HALISAHAR MUNICIPALITY** for construction of the said New Buildings on the said Property with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.
- 1A.11 **“Co-owners”** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Developer for those units not alienated or agreed to be alienated by the Developer.
- 1A.12 **“Common Areas and Installations”** shall mean and include the areas installations and facilities comprised in the said premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Co-owners **But shall not include** Parking Spaces and other open

and covered spaces at or within the said premises (including the open spaces surrounding the Building at the said premises) which shall be and always be deemed to be excepted and reserved unto the Developer and the Developer may use or permit to be used for parking of motor cars or construction and/or such purposes as the Developer may deem fit and proper and the Developer shall have the absolute right to deal with the same, to which the Purchaser hereby consents.

- 1A.13        **“Common Expenses”** shall mean and include all expenses for the maintenance, management, upkeep, security and administration of the said premises and in particular the Common Areas and Installations and rendition of common services in common to the Co-owners and all other expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed borne paid and shared by the Co-owners.
- 1A.14        **“Common Purposes”** shall mean and include the purposes of managing, maintaining, up-keeping, security and administering the said premises and in particular the Common Areas and Installations, rendition of services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners of the Unit and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common.
- 1A.15        **“Units”** shall mean the independent and self-contained flats, shops, showrooms, offices and other constructed spaces in the Building at the said premises capable of being exclusively held or occupied by a person.
- 1A.16        **“Parking Spaces”** shall mean spaces in or portion of the Ground Floor of the Building and also open spaces at the ground level of the said premises as expressed or intended by the Developer, at their sole discretion, for parking of motor cars/two wheelers etc.
- 1A.17        **“built-up area”** according to the context shall in relation to the said Unit in the Building mean and include the covered/plinth/built-up area of such Unit and include the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.

- 1A.18 “**saleable area**” according to the context shall in relation to the said Unit in the Building mean and include the built-up area of the said Unit and proportionate share of the area of the Common Areas and Installations.
- 1A.19 **SUPER BUILT UP AREA** : according to the context shall in relation to the said Unit in the Building mean and include the built up area of the Said Unit and proportionate share of other areas including area for common purpose and mandatory open space in the said building but shall not include Car Parking Space.
- 1A.20 “**proportionate**” or “**proportionately**” or “**proportionate share**” according to the context shall mean the proportion in which the built-up area of any Unit may bear to the built-up area of all Units in the Building **Provided That** where it refers to the share of the Purchaser or any co-owner in any rates and/or taxes then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be shared on the basis of area rental income consideration or user of their respective units by the Purchaser and the other Co-owners respectively).
- 1A.21 “**said Unit**” shall mean the Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and wherever the context so permits shall include the right of parking one motor car at the Parking Space at the said premises, if so specifically and as expressly mentioned and described in the **SECOND SCHEDULE**.
- 1A.22 “**Advocates**” unless changed by the Developer, shall mean SRI MANAS DASGUPTA, Advocate of 4, Kiran Sankar Roy Road, Ground Floor, Room No. 11, Kolkata-1 appointed by the Developer for preparation of necessary agreements and instruments for transfer of the Units in the Building and for formation of the Association and its taking charge of the acts relating to the Common Purposes or such other person who may from time to time be appointed by the Developer as their Advocates for the said purposes.
- 1A.23 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire,

explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/Gram Panchayet or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner AND THE MATTERS TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL.

- 1A.24 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- 1A.25 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to PURCHASER thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.
- 1A.26 Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- 1A.27 Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

## **CHAPTER-II # RECITALS:**

### **WHEREAS:**

- (1) One Usha Rani Das, wife of Late Rasik Chandra Das, predecessor in interest of the vendors herein purchased by way of a registered deed of conveyance executed and registered on 12<sup>th</sup> August, 1962 from one Kalipada Bauri all that Bastu land measuring 7.00 decimal, lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, C.S. Dag No. 47 (corresponding to L.R. Dag No. 275), Khatian No. 130 (R.S. Khatian No. 12) and the said deed of

conveyance is registered in the office of Naihati Sub Registry Office and recorded in Book No. 1, Volume No. 80, pages 187 to 189 being Deed No. 9509 for the year 1962.

- (2) After purchase of the said land measuring 7.00 decimal the said Usha Rani Das mutated her name in the records of the concerned Block Land & Land Reforms Office and paid requisite taxes and outgoings in respect thereof.
- (3) One Rasik Chandra Das, predecessor in interest of the vendors herein purchased by way of registered deed of conveyance executed on 4<sup>th</sup> March, 1967 from one Mathor Chandra Bauri all that Bastu land measuring 4.50 decimal lying and situate at Mouza - Mallikerbag, J.L. No. 1, Pargana - Haveli Sahar, R.S. Dag No. 36 (corresponding to L.R. Dag No. 271), R.S. Khatian No. 673 (Khatian No. 962) and the said deed of conveyance was registered in the office of Naihati Sub Registry Office and recorded in Book No. 1, Volume No. 20, pages 102 to 105 being Deed No. 1218 for the year 1967.
- (4) The said Rasik Chandra Das after purchase of the said land measuring 4.50 decimal duly mutated his name in the records of the concerned Block Land & Land Reforms Office and paid requisite taxes and outgoings in respect thereof.
- (5) The said Rasik Chandra Das also purchased another land measuring 3.30 decimal lying and situate at Mouza - Mallikerbag, J.L. No. 1, Pargana - Haveli Sahar, R.S. Dag No. 47/406 (corresponding to L.R. Dag No. 278), R.S. Khatian No. 72 (Khatian No. 962) from one Kalipada Bauri and Nemai Chandra Bauri and the said deed of conveyance was registered on 20<sup>th</sup> May, 1967 in the office of Naihati Sub Registry Office and recorded in Book No. 1, Volume No. 39, pages 126 to 129 being Deed No. 3149 for the year 1967.
- (6) The said Rasik Chandra Das after purchase of the said land measuring 3.30 decimal duly mutated his name in the records of the concerned Block Land & Land Reforms Office and paid requisite taxes and outgoings in respect thereof.
- (7) In the manner aforesaid, Usha Rani Das and Rasik Chandra Das became owners in respect of the following lands by way of deed of purchase mentioned hereinabove :-

Sl. No.	Mouza	Dag No.	Khatian No.	Name of the owner	Area of the land
1)	Mallikerbag	47 (LR Dag No. 275)	130	Usha Rani Das	7 decimal
2)	Mallikerbag	36 (LR Dag No. 271)	962	Rasik Chandra Das	4.50 decimal
3)	Mallikerbag	47/406 (LR Dag No. 278)	962	Rasik Chandra Das	3.30 decimal
Total =					14.80 decimal
					(Equivalent to 8.954 Cottah)

- (8) That Rasik Chandra Das while ceased and possessed the aforesaid land measuring 7.80 decimal died intestate on 6<sup>th</sup> July, 1981 leaving behind his wife, Usha Rani Das, three sons namely Chittaranjan Das, Chiranjib Das and Sanjib Das and two daughters namely Renuka Das and Ila Pal being his legal heirs entitled to the said land.
- (9) One of the sons of the said Rasik Chandra Das namely Chittaranjan Das died intestate on 20<sup>th</sup> October, 1997 leaving behind his mother, Usha Rani Das, wife namely Maya Das, one son namely Shri Subrata Das and one daughter namely Mukta Dutta being his legal heirs entitled to the share of the said Chittaranjan Das.
- (10) That Usha Rani Das died intestate on 7<sup>th</sup> August, 2001 leaving behind her two sons namely Chiranjib Das and Sanjib Das , two daughters namely Renuka Das and Ila Pal and the wife and children of the pre-deceased son Chittaranjan Das.
- (11) That the wife of Chittaranjan Das namely Maya Das died intestate on 25<sup>th</sup> March, 2008 leaving behind her one son



namely Subrata Das and one daughter namely Mukta Dutta being her legal heirs who are entitled to the share of Chittaranjan Das in respect of the said land.

- (12) That upon the death of Rasik Chandra Das, Usha Rani Das and Maya Das, the said land measuring 14.80 decimal lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, R.S. Dag Nos. 47, 36, 47/406 (corresponding to L.R. Dag Nos. 275, 271 and 278), Khatian No. 130, 962 registered in the office of Naihati Sub Registry Office within Ward No. 2 of Halisahar Municipality (hereinafter referred to as the 'said property') and morefully mentioned in the SCHEDULE hereunder written devolved upon the following persons :-

I.	Chiranjib Das	:	1/5 <sup>th</sup> share
II.	Sanjib Das	:	1/5 <sup>th</sup> share
III.	Subrata Das & Mukta Dutta	:	1/5 <sup>th</sup> share
IV.	Renuka Das	:	1/5 <sup>th</sup> share
V.	Ila Pal	:	1/5 <sup>th</sup> share

- (13) That Renuka Das and Ila Pal each bequeathed their respective share in the said property in equal shares and the said Mukta Dutta also bequeathed her share in the said property in favour of the vendor No. 3 herein through a registered Deed of Gift executed on 26<sup>th</sup> February, 2015 and the said Deed of Gift was registered in the Office of ADSR Naihati and recorded in Book No. I, CD Volume No. 4, pages 4634 to 4651, being Deed No. 01411 for the year 2015.

- (14) That consequent upon execution and registration of the said Deed of Gift, the vendors herein became the owner of the said property, each having undivided 1/3<sup>rd</sup> share thereof and the names of the said vendors have also been mutated in the records of the Halisahar Municipality.

- (15) In the manner aforesaid the First Part herein became the absolute joint OWNERS of **ALL THAT** the piece and parcel of revenue free land measuring about 14.80 Decimals (equivalent to 8.954 Cottah ) be little more or less together with two storied brick built up building lying and situate in Mouza-Mallicker Bag, J.L. No. 1, R.S. Dag No. 36, 47, 47/406, Corresponding L.R. Dag No. 271, 275 and 278, Khatian No. 130, 962, Holding No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S.

Bizpur, District-North 24 Parganas, hereinafter referred to as the said **PROPERTY/PREMISES** ( morefully described in the First Schedule hereunder written) and sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispence, attachment, trust, whatsoever and howsoever.

- (16) The Owners have approached the abovenamed Developer for making construction of a multi-storied building in consideration of 35% built up area of the proposed newly constructed building in full and final settlement only as the total consideration in exchange of the said Property and the Developer will get the entire balance area.
- (17) Relying upon the respective representations of the Owners, and subsequent to joint meetings and discussions, the terms, conditions, considerations and stipulations that have been mutually agreed, accepted and covenanted between the Owner, therein also described as the Owner, and the Developer, therein also described as the Developer, hereto entered into an Agreement on 25.01.2016 (hereinafter referred to as the said **Development Agreement**) and the said Development Agreement was registered in the Office of the ARA and recorded in Book No. I, CD Volume No. 1904-2016, Page No. 26507 to 26569, being Deed No. 190400664 for the year 2016.
- (18) In terms of the said Development Agreement, the said Owners appointed the Developer for developing the said premises upon constructing new buildings thereon in terms of the sanctioned plan, on the terms and conditions recorded thereunder and further the Owner empowered the Developer to carry out such development effectively and to sell the covered areas and/or saleable areas of the Developer's Allocation to the prospective Purchaser of the units and/or flats and to receive and appropriate the process and/or consideration thereof on account of the Developer more particularly described in the said Development agreement dated 25.01.2016.
- (19) In terms of the said Development Agreement, said Owners granted a power of attorney in favour of **SRI BIKRAM KUMAR SARAF** on **25.01.2016** and the said power of attorney was registered in the office of ARA and recorded in Book No. IV, CD Volume No. 1903-2016, pages no. from 14018 to 14047 being No. 190300512 for the year 2016 (hereinafter referred to as the power of attorney granted by the Owners').

- (20) After the said Development Agreement, the Developer herein has caused a Building Plan sanctioned by the Competent Authority i.e. Halisahar Municipality vide No. 86-18 dated 18.08.17 ( hereinafter referred to as the said PLAN ).
- (21) In pursuance of the said Development Agreement, the Developer, the Confirming Party herein has commenced constructed of multistoried buildings consisting of several self contained Units/commercial space/Constructed portions capable of being held and/or enjoyed independently (hereinafter called the **SAID BUILDING**) as per the said Plan.
- (22) In terms of the said Development Agreement read with the supplementary agreement recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the registered Power of Attorney granted by the Owners, the Developer is entitled to the constructed area and other areas in the said multi storied building, being the Developer's Allocation.
23. In pursuance of the said Development Agreement, the Developer, the Confirming Party herein has commenced constructed of multistoried buildings consisting of several self contained Units/commercial space/Constructed portions capable of being held and/or enjoyed independently (hereinafter called the **SAID BUILDING**) as per the said Plan.
24. In terms of the said Development Agreement read with the supplementary agreement recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the registered Power of Attorney granted by the Owners, the Developer is entitled to the constructed area and other areas in the said multi storied building, being the Developer's Allocation.
25. The Developer entered into agreements with various prospective Purchasers including the present purchaser for the purpose of constructing, erecting and completing their respective offices/Units/commercial space together with common parts, facilities and amenities, out of the Developer's Allocation.
26. Out of the consideration paid under the agreements entered into between the Developer and the prospective Purchasers, including the Purchaser herein a part of the consideration amount was agreed to be appropriated towards reimbursement of the amount to be paid by the Purchaser to the Vendor in terms of the said Development Agreement for acquiring undivided proportionate share or interest of the Vendor in the said Land together with

share in the common parts and facilities and the other part was agreed to be treated as costs of construction and completion of the said building.

27. By an Agreement entered into on ..... between the Confirming Party herein and therein referred to as the Developer and the Purchaser, therein also referred to as the Purchaser of the Second Part (hereinafter called the **SAID AGREEMENT FOR SALE**) the said Developer has agreed to construct, erect and complete and to sell and transfer **ALL THAT** the Residential Flat being No. .... on the ..... Floor, measuring an area ..... Sq.ft. (Super Built up area) together with one Medium size Car Parking Space measuring ..... Sq.ft. (Super Built up area) on the Ground Floor **Open/covered** space of the new building at the Said Premises morefully described in the First Schedule hereunder written, together with the proportionate, undivided, impartible share in the land and on the common areas, facilities and amenities in the Building (more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID UNIT**) as shown in the Sketch Plan annexed hereto delineated and marked with Red Borders to the Purchaser herein for a total consideration of **Rs. .... /- (Rupees .....only )** together with other expenses hereinafter written and on such terms and conditions as morefully mentioned therein and hereinafter appearing.
28. This deed of conveyance shall be deemed to have commenced on and with effect from the dated of execution of this presents (hereinafter referred to as the Commencement date).
29. Prior to the execution and registration of the Deed of Conveyance, the Owners herein assure, represent and confirm that -
- (i) Vendors/Owners are the joint owners of the First Schedule Property.
  - (ii) The present Owners further confirm that save and except them, no one can claim any right title interest in the First Schedule Property.
  - (iii) That there is no legal bar or impediment in the Owners/Vendors transferring and selling the said proportionate share of Land in favour of the purchaser herein.

(iv) In terms of the said Development Agreement read with the supplementary agreement recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the Power of Attorney, the Developer is absolutely entitled to the Developer's Allocation.

(v) That the recitals of title mentioned hereinbefore are true and factual and the Vendors have not suppressed any facts relating to the title of the said Premises and there are no other incidents relating to the said Premises other than those that are recited hereinabove.

30. Prior to the execution and registration of the Deed of Conveyance, the Purchaser assures, represents and confirms that -

(i) The Purchaser has inspected the title of the Seller in respect of the Premises searched through the documents and satisfied thereof;

(ii) The Purchaser has inspected the building Plan duly sanctioned by the Competent Authority.

(iii) The Purchaser has also satisfied as to the measurement/area of the SAID UNIT and has agreed not to challenge or dispute the same in any manner whatsoever.

(iv) The Purchaser has agreed not to raise any objection regarding Title of the said premises and the Developer shall be entitled to modify or alter the said Plan and/or submit revised Plan in respect of the said building except the said Unit to which the Purchaser hereby consented and agreed.

(v) The Purchaser has fully satisfied with the materials used and the construction work regarding the Building and the said UNIT and the purchaser has no objection regarding the same and fully satisfied with the same.

FF. The Developer represented that ---

- (i) The Developer has constructed and completed the said Unit as per the specification mentioned in the said Agreement for sale.
- (ii) Developer has full right and absolute authority to execute this Conveyance and to deal with the said Unit.
- (iii) That the said Unit is free from all encumbrances of every nature and kind including, but not limited to, lis pendens, attachments, liens, charges, mortgages, trusts, debutters, leases, tenancies, thika tenancies, reversionary rights, residuary rights, claims or statutory prohibitions.
- GG. That the undivided share in the land shall be the land only underneath the building and such undivided share shall be determined by the Developer in its absolute discretion and shall always remain impartible.
- HH. That the right of the Purchaser shall remain restricted to the said UNIT only and shall have no right nor shall claim any right over and in respect of other Units and/or other spaces both open and covered space.
- II. The said Building has been completed with such materials and specifications such specifications recommended by the Architect and in no event the Purchaser shall be entitled to claim any damages or make any claims on any account regarding the quality of materials and specification and the Buyer hereby consents to the same.
- JJ. That Both the Developer and the Owners have agreed to transfer the said UNIT in favour of the Purchaser.
- KK. In pursuance of the said Agreement for Sale, the Purchaser herein from time to time made payment of the full consideration money agreed to be paid by the Purchaser to the DEVELOPER and the Developer has constructed erected and completed the said unit for and on behalf of and on account of the Purchaser.
- LL. The Purchaser has now called upon the Vendor and the Developer to convey and transfer to the Purchaser the said UNIT together with proportionate, undivided, impartible share or interest of the Vendor in the land upon which the said building is constructed together with the proportionate share in the common areas, parts

and facilities for consideration of a sum of **Rs. ....** /-  
**(Rupees .....**  
**only)** being the amount paid by the Purchaser to the Developer in  
 terms of the said Agreement for Sale.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the Agreement and in consideration of the sum of **Rs. ....** /-  
**(Rupees .....** only) being the amount paid by the Purchaser to the Developer/ Confirming Party herein in terms of the said Agreement for sale and appropriated in the manner stated hereinabove (the receipt whereof the Confirming Party doth hereby admit and acknowledge and the Vendor and the Confirming Party doth hereby acquit release and discharge the said Unit together with proportionate, undivided, impartible share in the said land upon which the said building is constructed together with proportionate share in the common areas, parts and facilities in the said premises) the Vendor doth hereby grant transfer sell convey assign and assure unto and to the use and benefit of the Purchaser **ALL THAT** the Residential Flat being No. .... on the ..... Floor, measuring an area ..... Sq.ft. (Carpet area) and \_\_\_\_\_ (S.B Area) together with one Medium size Car Parking Space measuring ..... Sq.ft. on the Ground Floor **Open/covered space of the new building at the Said Premises morefully described in the First Schedule** hereunder written, together with the proportionate, undivided, impartible share in the land and on the common areas, facilities and amenities in the Building (more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID UNIT**) Together with rights of user and enjoyment in common with the other Co-owners of the common parts, the common amenities and the common conveniences in the said Building more fully and particularly described in the **Third Schedule** hereunder written **AND TO HAVE AND HOLD** The same unto the Purchaser absolutely and forever free from all encumbrances trusts liens lis pendens and attachment whatsoever **SUBJECT NEVERTHLESS** to the easement or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit and the proportionate, undivided, impartible share in the said land and other rights appurtenant thereto as set out in the **THIRD SCHEDULE** hereto and subject to such restrictions contained in the **FOURTH SCHEDULE** hereunder written and subject to payment of such common expenses mentioned in the **FIFTH SCHEDULE** hereunder written **AND THAT** the Vendor, and the Developer do hereby relinquish and disclaim all their respective right title interest into or upon the said Unit and proportionate, undivided, impartible share in the said land in favour of the Purchaser herein.

**II. THE VENDORS AND DEVELOPER/ CONFIRMING PARTY, DO HEREBY COVENANT WITH THE PURCHASER as follows:**

a) The interest which the Vendor and the Developer hereby profess as to transfer subsists and that they have good right full power and absolute authority and indefeasible title to grant convey transfer and assure the said Unit hereby granted conveyed transferred assigned and assured unto the Purchaser in the manner aforesaid.

b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon and hold and enjoy the said flat / Unit and to receive the rents issues and profits thereof without any interruption hindrance claim or demand or disturbance whatsoever from or by the Vendor and the Developer or any person or persons claiming through under or in trust for them.

c) The said Unit is freed and discharged from and against all manner of encumbrances whatsoever and the vacant possession shall be handed over to the Purchaser subject to payment of full consideration amount and other dues by the Purchaser.

d) The Vendor and the Developer shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful and reasonable acts deeds conveyances matters and things whatsoever for better or more perfectly acquiring the said Unit unto the Purchaser in the manner aforesaid as shall or may be reasonably required.

e) The Vendor and the Developer as the case may be shall unless prevented by fire or some other inevitable accident from time to time and at all materials time hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or through Attorney or agents at any trial commission examination or otherwise as occasion shall require all or any of the deeds documents and writings in respect of the said property AND ALSO shall at the like request deliver to the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and will in the mean time unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncanceled.

**III. AND THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER/CONFIRMING PARTY as follows:**



1. The Purchaser so as to bind the owner for the time being of the said Unit and so that this covenant be for the benefit of the said building and other flats therein and every part thereof hereby covenants with the Vendor and owners of other flats comprised in the said building that the Purchaser and all other person deriving title under these presents will at all times hereinafter observe the restrictions set forth in the FOURTH SCHEDULE hereto.
2. On and from the date hereof, the Purchaser shall at all materials times hereafter regularly and punctually make payment of all Taxes, rates, impositions, levies and all other outgoing whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said Unit.
3. To keep the said Unit and other partly walls, sewers, drains, pipes cables wires and in particularly without prejudice to the generality of the foregoing so as to shelter support and protect the parts of the building other than the said flat/Unit.
4. That the Purchaser covenants with the vendor/developer that she/he shall abide with all terms and conditions of the development/sale agreement for effective maintenance/development/construction of the aforesaid building at the said premises and shall at all times extend his cooperation to the vendor/developer and maintenance-In-Charge namely \_\_\_\_\_
5. The Purchaser shall keep the vendor/confirming party/other co-owners indemnified against all losses and damages which they may suffer or incur due to any act done committed by the Purchaser.
6. The Purchaser shall not do any act, things, deeds or decline to take any step whereby right of the vendor and/or other occupiers/Purchasers of the owner portions of the said land/unit may be prejudiced.
7. That the Purchaser shall not only pay for her own share of rate, taxes and imposition/maintenance charges but also pay rates/tax charges in respect of common portions as well as the undivided undivisible proportionate share in the said land including proportionate lease rent payable to the PWD Department.
8. That the Purchaser is fully satisfied about the workmanship and the quality of the construction of the said unit as well as installation of additional fittings and fixtures and or the facilities provided in the said

unit and the building by the developer and doth hereby covenants that they shall not raise any objection in respect thereof or in respect of the payment of any sums thereof.

9. That it is further confirmed that the Purchaser will have common right in the roof above 7<sup>th</sup> Floor and not any other roof.

10. That the Purchaser will have right on the roof above 7<sup>th</sup> Floor only (in front of Community Hall).

11. The Purchaser will be liable to pay maintenance charges @ Rs...../- per Sq.ft. and shall pay in advance the said maintenance charges for 14 months in advance in respect of the said Unit, to the Developer or \_\_\_\_\_, a company nominated by the Developer as Maintenance-in-charge. It is further agreed that every year the maintenance charges shall be reviewed and if necessary the same will be increased.

12. That all Taxes shall be payable by the Purchaser from the day of having her possession of the said UNIT.

13. The full costs charges and expenses for making any additions or alterations and/or changing at the request of the Purchaser any specification with regard to construction of the said Unit and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the said Unit shall borne by the purchaser. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said unit and/or the common areas and installations ultimately resulting in delay in the delivery of possession of the said Unit to the Purchaser, the Developer shall not be liable for any interest damage compensation etc. that may be suffered by the Purchaser thereby.

**14. EXTRAS AND DEPOSITS:** In addition to the consideration payable by the Purchaser to the Developer as stated hereinabove, the Purchaser shall also pay to the Developer:

- (i) the proportionate costs, charges, expenses for procuring electricity connection in the Building (including for wiring, cabling, etc.,) from the WBSEDCL Limited.
- (ii) the proportionate amount of Security Deposit and other costs payable to the WBSEDCL Ltd., for the electric meters

for maintenance running and operating any of the Common Areas and Installations.

- (iii) the proportionate costs, charges and expenses for purchase and installation of the Generator with its equipments and accessories and providing for supply of power of maximum 700 Watts for an area of 1000 Sq.ft. during WBSEDCL power failure.
- iv) Proportionate costs charges and expenses for formation of the Association.
- v) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the said premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.
- vi) Proportionate annual lease rent payable to the PWD Department.
- vii) All stamp fees, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.
- viii) Sinking fund and such other expenses as are necessary or incidental for the maintenance and upkeep of the Building as may be determined by the Developer in its absolute discretion.
- ix) Sales Tax, if applicable, and/or Service Tax on construction or transfer of the said Unit.

15. It is further expressly agreed and made clear that the payments and deposits to be made by the Purchaser hereunder shall not carry any interest.

16. That in future if the Central Govt. of India or Govt. of West Bengal shall impose any income tax upon the Govt. valuation in respect of the said flat which is fixed by the competent Registry office to the Owners and the Developer then the Purchaser shall be liable to pay the said extra taxable amount to the Owners and the Developer if required.

**17. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As from the date of possession, the Purchaser covenants:

- (a) To co-operate with the Developer and/or \_\_\_\_\_, the maintenance -in-Charge in the management and maintenance of the new building and/or the premises and formation of the association.
- (b) To observe the rules framed from time to time by the Developer and/or \_\_\_\_\_, the maintenance -in-Charge for the common purposes.
- (c) To allow the Developer/ \_\_\_\_\_ . Ltd., the maintenance -in-Charge and its workmen to enter into the said unit for completion and for the common purposes;
- (d) To pay and bear the common expenses in respect of the new building and/or the premises proportionately and the said unit wholly.
- (e) To deposit the amounts reasonably required by the Developer and/or \_\_\_\_\_, the maintenance -in-Charge towards the Purchasers' liability for the rates, taxes and other outgoings.
- (f) To pay for electricity and other utilities consumed in or relating to the said unit;
- (g) To use the said unit for residential purposes;
- (h) Not to put any article including name-plate and letter box SAVE at the place approved or provided by the Developer and/or \_\_\_\_\_, the maintenance -in-Charge; and
- (i) Not to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- (j) To maintain at his own costs, the said Unit in the same good condition state and order in which it be delivered to him and abide by all laws bye-laws rules regulations and restrictions of the Government, Panchayat, WBSEB, Fire Department, Authorized Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act,

1993, The Officer under the West Bengal Building Tax Act, 1996 and/or any statutory authority and/or local bodies as regards user and maintenance of the Building and to make such additions and alterations in or about or relating to the said Unit and/or the said Building as be required to be carried out by them or any of them, independently or in common with the other Co-owners as the case may be without holding the Developer or any of them in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for all deviation or violation of any of the conditions or rules or bye-laws and to observe and perform all terms and conditions contained herein.

- (k) To apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the concerned Panchayat.
- (l) To sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit from the WBSEDCL in the name of the Purchaser. Until separate electric meter in respect of the said Unit be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from the sources of the Developer and install at the cost of the Purchaser an electric sub-meter in or for the said Unit and the Purchaser shall pay all charges for electricity consumed in or relating to the said Unit.
- (m) unless the right of parking motor car is expressly granted and mentioned in the **SECOND SCHEDULE** hereunder written, the Purchaser shall not park or allow or permit to be parked by his employees agents visitors guests customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the Building) **AND** if the right to park car is so expressly granted and mentioned in the within stated **SECOND SCHEDULE** the Purchaser shall use only the Car Parking Space so granted and that too only for the purpose of parking of his medium sized motor car without obstructing ingress and egress of other Cars of the Co-owners.
- (n) To bear and pay and discharge the following expenses and outgoings: -

- (i) Panchayat rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the concerned Panchayat Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer the proportionate share of all such rates and taxes assessed on the said premises.
- (ii) All other taxes impositions levies cess and outgoings (including Building Tax under the West Bengal Building Tax Act, 1996, if payable) whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said premises and whether demanded from or payable by the Purchaser or the Developer or any of them and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said premises.
- (iii) So long the Association is formed and/or start maintaining the common area of the building, charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to \_\_\_\_\_, the maintenance -in-Charge or the appropriate authorities as per the direction of the Developer.
- (iv) So long the Association is formed and/or start maintaining the common area of the building, the Purchaser shall pay proportionate share of all Common Expenses (including those mentioned in **FIFTH SCHEDULE** hereunder written) to \_\_\_\_\_, the maintenance -in-Charge from time to time.
- (v) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be;

- (vi) To observe such other covenants as be deemed reasonable by the Developer from time to time for the Common Purposes.
- (vii) Observe such other covenants as be deemed reasonable by the Developer or the maintenance-in-charge and upon formation of association by the association for the common purposes;
- (o) So long the Association is formed and/or start maintaining the common area of the building, \_\_\_\_\_, the maintenance -in-Charge shall manage and maintain the new building and the premises and the Purchaser shall pay to the \_\_\_\_\_, the maintenance -in-Charge all common expenses **SUBJECT TO** increase from time to time.
- (p) The said payments and/or deposits for maintenance and other such charges shall be made within 7<sup>th</sup> (seven) day of month for which the same be applicable, in case of monthly payments and otherwise, within 8 (eight) days in favour of \_\_\_\_\_, the maintenance -in-Charge.
- (q) All amounts to be deposited by the Purchaser in pursuance hereof shall be interest free and shall be utilized only for the purpose for which the same are made respectively **SUBJECT HOWEVER TO** the other provisions hereof.
- (r) If there is any breach or violation of the terms and conditions by the Purchaser or her successors-in-title or interest or assignee here above, the Developer shall be entitled to have such sale and/or transfer cancelled and to recover possession of the said unit forthwith.

18. Purchaser shall not raise any objection in the naming of the building by the Developer and putting logo thereof in anywhere in the building by the Developer.

**IV. AND THE PARTIES DOTH HEREBY COVENANT WITH EACH OTHER as follows :**

**ASSOCIATION :**

1. The Developer shall form the Association and the unit holders shall be made the members thereof with equal powers therein. in other words, each unit shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) unit.
2. The Purchaser shall bear and pay the proportionate costs of formation and expenses of the Association as mentioned hereinabove and shall pay for acquiring and holding membership with proportionate voting rights.
3. The name of the building shall be "IRed Nivriti" or such name as may be decided by the Developer at its absolute discretion and the Developer shall be entitled to display the said name through hoarding and electronic display board at such place as may be decided by the Developer and the Purchaser shall not raise any objection thereto. The Developer shall maintain the said hoarding and its representatives shall have clear access to the said hoarding.

**V. RIGHTS RESERVED BY THE DEVELOPER**

- A. The following area shall be reserved by the Developer in its absolute discretion:
  - (i) The space/room, over-head water tank and lift machine room, a room below the machine room, toilet on the said Roof and all open spaces of or in the said premises and also the constructed space in the Ground Floor of the Building, all construction above Seventh Floor (except space in front of Community Hall) including Ultimate Roof and all open and covered Car Parking Spaces shall be the property of the Developer and the same shall not be claimed by the Purchaser and shall belong to and remain the exclusive property of the Developer, and the Developer shall have the full free and exclusive right:
  - (ii) To use the same in such manner and for such purpose as the Developer may in their absolute discretion deems fit and proper.
  - (iii) To make constructions, new constructions, additions and/or alterations from time to time thereon or thereto or



therein or on any part thereof and to connect all common facilities and utilities in or for the said Building to such constructions and do all acts and things (including erecting of scaffoldings and storing of building materials in the Common Areas of the said premises) for such construction additions alterations and connections as be deemed by the Developer to be expedient for the same (notwithstanding any temporary inconvenience to the Purchaser in using and enjoyment of the said Unit).

- (iv) To deal with, transfer, sell and/or part with possession of the same in one or more lots and with or without any constructions thereon or thereto to any person and on such terms and conditions as the Developer in its absolute discretion shall think fit and proper and appropriate the sale proceeds arising thereby.

And the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer exclusively.

- (v) The Purchaser shall have the right to use the Ultimate roof of the Building in common with the Developer and all persons expressly permitted by the Developer or any of them.

B. In particular and without prejudice to the rights of the Developer hereinbefore contained, it is also expressly agreed and recorded as follows:-

- (i) The Developer shall have the right to grant to any person the exclusive right to park his car or scooter or two wheeler or otherwise use and enjoy for any other purposes, the open spaces at the ground level surrounding the Building at the said premises and also the covered spaces in the Ground Floor and Basement of the Building (including Parking Spaces not expressly provided for to the Purchaser under this Agreement) in such manner as the Developer shall in their absolute discretion think fit and proper.
- (ii) The Developer shall, notwithstanding anything to the contrary elsewhere herein contained, fully entitled to enclose the open spaces at the ground level surrounding the Building (save and except the common driveway) and

use or allow or transfer the same to any person or persons at such consideration and on such terms and conditions as the Developer may deem fit and proper and the Purchaser shall not be entitled to raise any objection with regard thereto and no consent of the Purchaser shall be required.

- (iii) In the event the Developer make any further or additional construction or additions or alterations, the proportionate undivided share of the Purchaser in the land comprised in the said premises as also in the Common Areas and Installations shall stand reduced proportionately and for that the Purchaser shall not claim any amount from the Developer or any of them.
- (iv) The proportionate share of the Purchaser in various matters referred herein shall be such as may be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (v) The Purchaser individually or along with the other Purchaser will not require the Developer or any of them to contribute a proportionate share of the maintenance charges of the units, which are not alienated or agreed to be alienated by the Developer.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**  
**(Description of the said Property/Premises)**  
**(PROPERTY OWNED BY LAND OWNERS)**

**ALL THAT** the piece and parcel of revenue free land measuring about 14.80 Decimals (Equivalent to 8.954 Cottah Upon physical measurement) be little more or less together with two storied brick built building measuring 500 Sq.ft. ( 250 Sq.ft ground floor and 250 Sq.ft. first floor) lying and situate in Mouza-Mallicker Bag, J.L. No. 1, R.S. Dag No. 36, 47, 47/406, Corresponding L.R. Dag No. 271, 275 and 278, Khatian No. 130, 962, Holding No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, P.O. Kanchrapara, District-North 24 Parganas, and butted and bounded as under:

ON THE NORTH	:	Property of Rama Nandi and others;
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ON THE SOUTH	:	Municipal Road and Property of Basu Das;
ON THE EAST	:	6 feet wide road and property of Narayan Das;
ON THE WEST	:	Municipal Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(Unit)**

**ALL THAT** the Flat in or portion of the Building being **Unit No. Block - , Flat No.** containing an area of Square feet (Carpet area) more or less on the \_\_\_ **Floor** (as shown in the map annexed hereto duly bordered in '**RED**' thereon) in the Building known as "**I-Red USHA**" TOGETHER WITH right to park one medium sized motor car at such Open place in the premises as be expressly demarcated by the Developer at or before the date of possession.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**PART-I**

**(Common Areas & Installations- common to the Co-owners)**

1. Staircases, lobby and landings having windows with standard section of wood and glass panes with stair cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lift.
3. Electrical installations with main switches and meters and space required therefore.
4. 4/5 passenger lifts with all machinery accessories and equipment (including lift machine room) and lift well for installing the same.
5. Water pump with electric motor.
6. Overhead water tank and underground water reservoir with distribution pipes therefrom connecting to different units and from the underground water reservoir to the over-head water tank.
7. Water waste and sewage evacuation pipes from all or any of the units to drains and sewers common to the Building
8. Ultimate roof of building

**PART-II**

**(Specifications for construction of the Building and Fittings and fixtures to be provided in the Unit)**

- Foundation: RCC strip footing with anti-termite treatment in foundation.
- Structure: RCC framed structure with 10” and 8” masonry walls and 5” masonry partition walls.
- Walls & Ceiling:
  - Internal : AAC Block-Brick wall with plaster of paris finish.
  - External : AAC Block-Brick wall with surface texture / acrylic paints finish.
- Entrance: Block board Flush doors.
- Toilet: Doors (Block board or PVC or similar type)
- Fittings: Necessary lock and accessories will be provided on main gate.
- Windows: Wood/Aluminum Sectional glass panel and locking arrangement.
- Doors: C. P. Flush door shutter with locking arrangement.
- Floor Finish: Vitrified /Tiles finish inside all flats, staircase, landings and floor lobbies; granite finish in main gate, main lobby and lift facia.
- Sanitary:
  - Toilets: Concealed plumbing with hot and cold water lines; white WC, cistern, wash basin with CP fittings.
  - Kitchen: Raised cooking platform of granite; stainless steel sink; glazed tile dado in white base.
- Water supply: Through Over head Water tanks.
- Electrical: Concealed conduit wiring with copper conductors; AC plug point in one bedroom and drawing room; Geyser point in toilet; exhaust fan point in kitchen; light and fan points in all rooms; electric calling bell point in entrance; TV and telephone outlet; electrical switches.
- Elevators: Semi-automatic lift of reputed make brand or equivalent.
- Extra Facilities

- (i) 24 hrs. Generator service.
- (ii) 24 hrs. water supply.

Note: Subject to change without notice at the discretion of the Architects.

**PART-III**  
**(Period of construction of Unit)**

Subject to the other terms and conditions of the Agreement, the said Unit described in the **SECOND SCHEDULE** hereto is expected to be constructed and completed within **36 (Thirty six) months** from this agreement with a provision for extension of another period of 6 months.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the Common Areas, machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lift, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Developer or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any Unit).
6. **INSURANCE:** Insurance premium for insurance of the Building for insuring the said building against defect, earthquake, damage, fire, lightning, mob, violence, civil commotion and any other risks, if insured by the Developer.

- 7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer or its nominee and/or the Association for the Common Purposes.

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

**SIGNED, SEALED AND DELIVERED** OWNERS above  
named.

1.

**SIGNATURE OF THE OWNERS**

(As a constituted attorney of Land Owners)

2.

**SIGNED, SEALED AND DELIVERED**  
DEVELOPER above named.

**SIGNATURE OF THE DEVELOPER**

**SIGNED, SEALED AND DELIVERED** Purchaser  
above named.

1.

**SIGNATURE OF THE PURCHASER**

2.