

THIS INDENTURE made thisday ofTwo Thousand,

BETWEEN

Sri. Samir Karmakar, son of Late Lakhinarayan Karmakar (Pan No: AIVPK8268E), **Sri. Subir Karmakar**, son of Late Lakhinarayan Karmakar (Pan No: AKRPK9804D), **Sri. Hiranmoy Karmakar**, son of Late Lakhinarayan Karmakar (Pan No: BVLPK3739D), all of them are residing at 96 Baburam Ghosh Road, Kolkata- 700040. Under Ward No 97 of the Kolkata Municipal Corporation under P.S: Regent Park, P.O: Azadgarh in the district of South 24 Parganas. hereinafter referred to as **“The Owner”**; **FIRST PART**

AND

SUNBRIGHT DEVELOPERS PVT. LTD., a company registered under the Companies Act, 1956, having **PAN AATCS3848L** represented by Biswadeep Ganguly son of Late Priyabrata Ganguly having **PAN ADXPG9344F** aged about 54 years, **Sunbright Developers Pvt. Ltd.** , having its registered office at 9a, Raja Basanta Roy Road, PS Tollygunge, P.O: Kalighat, Kolkata - 700 026, hereinafter referred to as **“The Developer”**; **SECOND PART**

AND

(1) _____, Aadhaar No. having PAN _____, son of _____, residing at _____, Police Station _____, Post Office _____, Pin Code _____, and (2) _____, Aadhaar No. having PAN _____, daughter of _____, residing at _____, Police Station _____, Pin Code _____, hereinafter jointly referred to as the **PURCHASER(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

[If the Purchaser is a company]

(CIN No. [___]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [___] (PAN [___]), represented by its authorized signatory, (Aadhaar No. [___]) duly authorized vide board resolution dated [___],

hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**.

[OR]

[If the Purchaser is a Partnership]

[___], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [___] (PAN [___]), represented by its authorized partner (Aadhaar No. [___]) duly authorized vide hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **THIRD PART**.

[OR]

[If the Purchaser is a HUF]

Mr. [___], (Aadhaar No. [___]), son of [___] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [___] (PAN [___]), hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

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

WHEREAS:

A. By several Indentures of Conveyance of several dates and through the devolution of title more fully and particularly mentioned in the **Part- I** of the **First Schedule** here under written, the Vendors herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land containing an area measuring more or less about 12 Cottah 12 Chittack 11 Square Feet of land laying and situated at Premises No. 96 Baburam Ghosh Road, Kolkata- 700040. Under Ward No 97 of the Kolkata Municipal Corporation, Dag No: 1151, 1152 and 1153, appertaining to Khatian No: 329, 234 and 330 J.L No. 41, Mouza- Chandpur Rosapagla, P.S: Regent Park, P.O: Azadgarh, District of South 24 Parganas.. more or less more fully and particularly described in the **Part- II** of the **First Schedule** hereunder written (hereinafter referred to as the **said land**).

B. By a Development Agreement dated the 25th day of June, 2015 made between **Sri. Samir Karmakar**, son of Late Lakhinarayan Karmakar (Pan No: AIVPK8268E), **Sri. Subir Karmakar**, son of Late Lakhinarayan Karmakar (Pan No: AKRPK9804D), **Sri. Hiranmoy Karmakar**, son of Late Lakhinarayan Karmakar (Pan No: BVLPK3739D), all of them are residing at 96 Baburam Ghosh Road, Kolkata- 700040. Under Ward No 97 of the Kolkata Municipal Corporation under P.S: Regent Park, P.O: Azadgarh in the district of South 24 Parganas. therein referred to as the Owner of the One Part and **SUNBRIGHT DEVELOPERS PVT. LTD.**, therein referred to as the Developer of the Other Part and registered with the Additional District Sub Registrar, Alipore in Book no.I CD Volume No. 27 Pages from 1913 to 1938. Being deed no: 06426 for the year 2014.

C. By and under the terms of the said Development Agreement dated 25th day of June, 2015 the said **Sri. Subir Karmakar**, son of Late Lakhinarayan Karmakar (Pan No: AKRPK9804D), **Sri. Hiranmoy Karmakar**, son of Late Lakhinarayan Karmakar (Pan No: BVLPK3739D), **Sri. Samar Karmakar**, son of Late Samir Karmakar, (Pan No: CXYPK9872N), **Sri. Sanjay Karmakar**, son of Late Samir Karmakar, (Pan No: BHTPK2436H), **Sri Sona Karmakar**, son of Late Samir Karmakar, (Pan No:FSJPK1631R), **Sri. Ranju Karmakar**, son of Late Samir Karmakar, (Pan No: EQXPK7571K), all of them are residing at 96 Baburam Ghosh Road, Kolkata- 700040. Under Ward No 97 of the Kolkata Municipal Corporation under P.S: Regent Park, P.O: Azadgarh in the district of South 24 Parganas.

Smt. Anima Biswas (Karmakar) wife of Surojit Biswas (Pan No: COFPB7972F) residing at 96 Baburam Ghosh Road, Kolkata- 700040 **and Smt. Anita Chowdhury** wife of Sri Sanjoy Chowdhury (Pan No: AVSPC1567D) residing at Bagan Para Rambhadra Chak, Krishnagar, Haridevpur, South 24 parganas-700104. executed a Power of Attorney on 11th day of March, 2016 registered with the Additional District Sub-Registrar, Alipore, in Book No. IV Volume No 1605-2015, Page 3070 to 3086 being No. 160500839 of 2015 by which they conferred powers and authorities in favour of Mr. Biswadeep Ganguly, son of Late Priyabrata Ganguly, The authorized representative of the sunbright Developers Pvt. Ltd., residing at ¼, Raja Basant Roy Road, Kolkata -700026 to do all such acts and deeds and things, related for the development of the "Said Property"

D. The Promoter herein had prepared a plan which was sanctioned/approved by the Kolkata Municipal cooperation Office vide building Permit Nos. 2016100176 dated **08.02.2017**, No Objection Certificate to such construction was issued by the Kolkata Municipal cooperation [herein after referred to as the **said plans**] for construction of a residential complex to be known as **Sunbright Residency** having new buildings comprising independent

apartments and covered and/or open car parking spaces thereat (hereinafter referred to as the **said Project**).

F. The Purchaser(s) had applied for allotment of an apartment in the said Project vide Application No. _____ dated _____ and in response thereto, by an Agreement dated the, 20.... made between the parties hereto (hereinafter referred to as the **Agreement for Sale**) and on the terms and conditions mentioned therein the Vendors herein had agreed to sell, the Promoter herein had agreed to construct and the Purchaser(s) herein had agreed to purchase All That the Apartment, being the Apartment No ._____ having carpet area of _____ square feet (equivalent to _____ square feet of built-up area and _____ square feet of super built area, which is provided here only for information purpose), on the _____ floor in building No. _____ along with _____ Nos. covered parking/open parking/dependent parking/independent parking space at the ground level/basement of the Tower No....., (hereinafter collectively referred to as the **said Apartment**) more fully mentioned in the **Part-I** of the **Second Schedule** written there under written as also here under and pro rata share of **sq.ft.** in the Common Areas of the Project more fully mentioned in the **Part -I** of the **Third Schedule** hereto along with the right to enjoy the Common Amenities and Facilities of the said Project more fully mentioned in the **Part - II** of the **Third Schedule** hereto in common to the other Purchasers at and for the consideration of **Rs...../- (Rupees** **only**) excluding GST as applicable thereon and other terms and conditions contained therein.

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

H. The Promoter herein has obtained the Completion Certificate bearing No..... dated issued by the, in respect of Tower No..... of the said Project.

I. At the request of the Purchaser(s) the Vendors and the Promoter have agreed to execute this Indenture in their favour.

J. The Purchaser(s) have also inspected, investigated and satisfied himself/herself/themselves as follows:-

- a) the title of the Vendors to the said land;
- b) the right of the Vendors and the Promoter to sell/transfer the said Apartment;
- c) the said plans;

- d) all the documents as recited hereinabove;
- e) the carpet area of the said Apartment and the pro rata share in the Common Areas;
- f) the area and location of the car parking space, if any;
- g) the open terrace, if any;
- h) the Common Facilities and Amenities of the Tower and the said Project.

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

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

CLUB : shall mean a Club to be set up for the use and enjoyment of the Purchasers within the Project more fully and particularly described in the **Fifth Schedule** here under written.

SAID LAND – shall mean All That the piece and parcel of land containing an area measuring more or less about 12 Cottah 12 Chittack 11 Square Feet of land laying and situated at Premises No. 96 Baburam Ghosh Road, Kolkata-700040. Under Ward No 97 of the Kolkata Municipal Corporation, Dag No: 1151, 1152 and 1153, appertaining to Khatian No: 329, 234 and 330 J.L No. 41, Mouza- Chandpur Rosapagla, P.S: Regent Park, P.O: Azadgarh, District of South 24 Parganas. more fully and particularly mentioned and described in the **Part-II** of the **First Schedule** hereunder written.

SAID APARTMENT – shall mean **ALL THAT** the BHK residential Apartment No. _____ having carpet area of _____ square feet (equivalent to _____ square feet of built-up area and _____ square feet of super built area, on the _____ floor in Tower No. _____ Together with exclusive right to use the Balcony having a Built Up area ofSq.ft. approximately adjoining to the said Apartment No.....more fully described in the **Second Schedule** written here under and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour.....thereon constructed and completed as per the Plan and Together With the exclusive right to use the adjoining open terrace/open space having a Built up area of ... sq.ft.

approximately, if any, more fully described in the **Second Schedule** written here under and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour..... thereon Together With the said Share beneath the said Tower of the Project known as **Sunbright Residency** attributable thereto Together With a Covered Car parking Space being no.... in the basement of the Tower No.... OR Together With Right to park in Open Car Parking Space being no.....and pro rata Common Areas ofSq.ft. of the said Project known as **Sunbright Residency** more fully mentioned in the **Part -I** of the **Third Schedule** hereto and right to enjoy common areas, common amenities and facilities of the said Project more fully mentioned in the **Part - II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other allottees of the said Tower and the said Project..

L. All other words if defined in the said Agreement for Sale shall have the same meaning hereunder.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said agreement and in consideration of the aforesaid sum of **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 Vendors do and each of them doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Purchaser(s) **All that** the BHK residential Apartment No. _____ having carpet area of _____ square feet (equivalent to _____ square feet of built-up area and _____ square feet of super built area, which is provided here only for information purpose), on the _____ floor in Tower No. _____ Together with exclusive right to use the Balcony having a Built Up area of Sq.ft. approximately adjoining to the said Apartment No.....more fully described in the **Second Schedule** written here under and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour.....thereon and Together With the exclusive right to use the adjoining open terrace/open space having a Built up area of ... sq.ft. approximately, if any, more fully described in the **Second Schedule** written here under and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour..... thereon Together With the proportionate undivided indivisible impartible variable share in the land beneath the said Tower of the Project known as **Sunbright Residency**, constructed and completed in accordance to the Plan, attributable to the said Apartment Together With a Covered Car parking Space being no.... in the basement of the Tower No.... AND/OR Together With Right to park in Open Car Parking Space being no.....and pro rata Common Areas ofSq.ft. of the said Project known as **RSH Signature** more fully mentioned in the **Part -I** of the **Third**

Schedule hereto and right to enjoy common areas, common amenities and facilities of the said Project more fully mentioned in the **Part – II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other Purchasers of the said Tower and the said Project, (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 installations, 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 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).

II. AND THE VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER(S) as follows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the Vendors/Promoter done or executed or knowingly suffered to the contrary the Vendors/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 Vendors/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 Vendors/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendors/Promoter.
- d) 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

Vendors/Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) 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 Vendors or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Vendors/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 Vendors 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.

g) The Vendors has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Apartment 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.

h) The Vendors/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 therefrom as the Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. 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 VENDORSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE VENDORSAND 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 Tower/said Project and other Common Purposes and formation of the Association.
- b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Tower/said Project and in particular the Common Areas, Facilities and Amenities and other common purposes.
- c) to use the Apartment only for residential purpose in a decent and respectable manner and for no other purpose.
- d) unless the right of parking motor car is expressly granted and mentioned in the Second Schedule hereunder written, the Purchaser(s) shall not park any motor car or any other vehicle at any place in the said Project and if the right to park car is so expressly granted and mentioned in the Second Schedule the Purchaser(s) shall use the Car Parking Spaces only for the purpose of parking of their medium sized motor car.
- e) not to keep in the parking place anything other than private motor car and shall not raise or put up any kutchra or pucca structure grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the said car parking space or blocking by putting any articles.
- f) not to use any part of the said Project or other Common Areas, Facilities and Amenities for bathing or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Purchasers.
- g) to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.
- h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the Tower/said Project.
- i) no purchaser shall make or permit any disturbing noises in the said Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in such Apartment if the same shall cause disturbance or annoyance to the other occupants of the Tower. No Purchaser shall give vocal or instrumental

instruction at any time in order to reduce sound emanating from any Apartment.

j) not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

k) no bird or animal shall be kept or harboured in the common areas of the said Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said Project unless accompanied.

l) not to claim any right whatsoever or howsoever over any other Apartment or portion of the said Project save the Apartment.

m) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the new building save a letter-box in the ground floor at the designated place as be expressly approved or provided by the Promoter and a decent nameplate or signage of the size of 6' X 3' outside or above the main gate of the Apartment. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment.

n) not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the said building otherwise than in the manner agreed by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times the Promoter's logo at the main entrance and on the roof of the new building.

o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other Common Areas or in any other portion of the said Project nor into lavatories, cisterns, water or soil pipes serving the building nor allow or permit any other Co-transferee to do so.

p) not to commit or permit to be committed any alteration or changes in the main structures, beams, pillars, pipes, conduits, cables and other fixtures and fittings serving in the tower.

q) to keep the Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the building and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment. In particular and without prejudice to the generality to the foregoing, the

Purchaser(s) do and each of them doth hereby covenant that the Purchaser(s) shall not make any form of alteration in the beams and columns passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

r) not to let out transfer or part with the possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Apartment nor vice versa, with the only exception being that the Purchaser(s) shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other Co-transferee of the Project and none else.

s) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the Apartment.

t) maintain at their own costs, the Apartment in the same good condition state and order clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, NKDA, WBSEDC Ltd./CESC Ltd., and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of the lifts, Generator, water, electricity, drainage, sewerage and other installations and amenities including the Promoter's logo at the building and to make such additions and alterations in or about or relating to the Apartment and/or the building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Vendors/Promoters in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendors/Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchaser(s).

u) to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of NKDA and the Vendors/Promoter shall give their consent for the same.

v) to keep all the pipes, drains, basins, sinks and water closets, if any, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.

w) to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or

containers as may be directed from time to time at such specified places by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, the Ministry of Environment and/or any competent authority or organization.

x) to collect and throw all refuse, rubbish, scrap, tins, bottles, boxes, containers of all kinds and article that are to be disposed of into the proper bins, receptacles or containers to be provided therefor and not to throw the same from through or over the windows or any part of the Apartment.

y) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Apartment or any part of the new building any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the said Apartment save and except such as shall have been previously approved in writing by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers.

z) not to change or in any way, vary the frontage or the entrance door of the Apartment approved by the Promoter for access to the Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Promoter, which shall not to be unreasonably withheld.

aa) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Apartment any weight greater than its load bearing capacity or as the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the Tower.

bb) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Tower against loss or damage by fire or policies of insurance on the Tower against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers and to repay to Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers on demand all sums paid way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers.

cc) to insure and keep insured the Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers on demand the policy of such insurance and the receipts for the premiums so paid, from the Effective Date, which insurance shall include a Cross-Indemnity Clause and if the Purchaser(s) at any time fail to keep the Apartment insured as aforesaid, Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Purchaser(s) to Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers. Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers and/or the respective owners in rest of the building shall insure their respective area as such policy shall include similar cross indemnity clause covering the Purchaser(s) for similar risks from the third party liabilities arising from the other parts of the building.

dd) to be solely responsible for all its equipment and other property at the Apartment.

ee) not to place or take into the lifts without the prior approval of Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers any baggage, furniture, heavy articles or other goods.

ff) to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Apartment for selling of or dealing with the products or rendition of the services from the Apartment. As and when called upon to do so, the Purchaser(s) shall produce before the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, all such permissions and licenses and if the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers is not satisfied and require of the Purchaser(s) to obtain such other or further permissions or licenses from such authorities, the Purchaser(s) shall forthwith cause to obtain such permissions or licenses.

gg) to permit the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers and their surveyors or agents with all necessary workmen and appliances at all reasonable times and without previous notice in writing to the Purchaser(s) to enter upon the Apartment and every part thereof to view the state and condition thereof and to

execute repairs, alterations on any adjoining office space of all defects, decays and want of repairs there found.

hh) to fix or install air conditioners only at the designated place within the Apartment and not elsewhere.

ii) to operate the cooling or ventilation equipment in the Apartment in accordance with the regulation made by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers from time to time.

jj) not to play or use at the Apartment any equipment that is audible in the common parts or outside the building.

kk) not to kill or butcher any animal within the Complex or violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the Complex.

ll) No television aerial or other any other aerial shall be attached to or hung from the exterior of the new building. Further no antenna or aerial is also allowed to be installed on the roof.

mm) not to disturb and/or uninstall ever in future the logo "**Sunbright Residency**" placed on the main entrance gate and the ultimate roof of the Tower and to maintain the same in proper order and manner.

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

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

a) From the date next to the date of making over possession of the said Apartment to the Purchaser(s) or on the expiry of the notice of possession, whichever is earlier, the Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings to the Promoter and/or the facility management agency appointed by the Promoter and/or 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 NKDA 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 Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers proportionate share of all such rates and taxes assessed on the new building.

II) All other taxes including service tax if payable by the Promoter and/or the facility management agency appointed by the Promoter and/or 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 Promoter or Maintenance-In-Charge, 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 Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers shall be liable to pay the same to WBSEDC Ltd./CESC Ltd.

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 Promoter or the Maintenance-In-Charge 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 **Fourth Schedule** hereunder written) payable to the Promoter and/or the facility management agency appointed by the Promoter and/or 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 Promoter and/or the facility management agency appointed by the Promoter and/or 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 Promoter and/or the facility management agency

appointed by the Promoter and/or 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 WBSEDC Ltd./CESC Ltd., from its consumers for the delay in payment of its bills).

b) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers. The bills and demands for the amounts payable by the Purchaser(s) shall be deemed to have been served upon the Purchaser(s), in case the same is left in the Apartment or in the letter box in the ground floor of the Tower earmarked for the Apartment.

c) Until the expiry of three months of a notice in writing given by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers to the Purchaser(s) and the other co-transferees to take over charge of the acts relating to common purposes, the Promoter and/or the facility management agency appointed by the Promoter shall look after the common purposes and the Purchaser(s) undertake to regularly and punctually pay to the Promoter or its nominee the maintenance charges and other amounts payable by the Purchaser(s) herein.

d) In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser(s) under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Association/ Competent authority interest at the rate of rate of the then prime lending rate of the State Bank of India plus two(2%) percent thereon per annum, and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

(i) disconnect the supply of electricity to the Apartment.

- (ii) withhold and stop all other utilities and facilities (including lifts, Generator, etc.) to the Purchaser(s) and their servants, visitors, guests, tenants, licenses and/or to the Apartment.
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser(s) by any tenant or licensee or other occupant in respect of the Apartment.
- e) The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser(s) has/have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Vendors/Association of Purchaser(s) to realize the due amount from the Purchaser(s).
- f) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Association or the Facility Management Agency from time to time for the common purposes.
- g) 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).
- h) 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.
- i) 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 and spaces or constructed areas or Car Parking Spaces at the Project and the Vendors/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendors/Promoter in their absolute discretion, shall think fit and proper and the Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendors/Promoter exclusively.
- j) 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.
- k) The Purchaser(s) shall keep the Vendors/Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Vendors/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.

l) 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.

V. DEFECT LIABILITY:

a) 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 (i) misuse (ii) unauthorised modifications or repairs done by the Purchaser(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that 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), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchaser(s) has/have been made aware and the Purchaser(s) expressly agree(s) that the 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 hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser(s) it shall be necessary to 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/Tower and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

b) 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

c) The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) 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;
- ii) 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;
- iii) 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;
- iv) 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;
- v) 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.
- vi) 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.

vii) 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.

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

d) The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Promoter and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

e) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, 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 V hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I
(TITLE)

By a Deed of Conveyance dated december 20, 1932, duly registered in Book No.I, Volume No. 86, Pages 153 – 156, Being No.4471 for the year 1932 with the office of District Sub-Registrar, Alipore 24-Parganas ALL THAT piece and parcel of land measuring more or less about 12 Cottah 12 Chittack 11 Square Feet of land laying and situated at Premises No. 96 Baburam Ghosh Road, Kolkata- 700040. Under Ward No 97 of the Kolkata Muncipal Corporation, Dag No: 1151, 1152 and 1153, appertaining to Khatian No: 329, 234 and 330

J.L No. 41, Mouza- Chandpur Rosapagla, P.S: Tollygunge, District of South 24 Parganas

PART-II

(SAID LAND)

ALL THAT the piece and parcel of land containing an area measuring more or less about 12 Cottah 12 Chittack 11 Square Feet of land laying and situated at Premises No. 96 Baburam Ghosh Road, Kolkata- 700040. Under Ward No 97 of the Kolkata Municipal Corporation, Dag No: 1151, 1152 and 1153, appertaining to Khatian No: 329, 234 and 330 J.L No. 41, Mouza- Chandpur Rosapagla, P.S: Tollygunge, District of South 24 Parganas, Registration Office Alipore, butted and bounded as follows :

ON THE NORTH BY	By KMC Passage, 100C & 100D Baburam Ghosh Road;
ON THE EAST BY	88/4K 97 Baburam Ghosh Road;
ON THE SOUTH BY	95 and 88C/1 Baburam Ghosh Road;
ON THE WEST BY	Baburam Ghosh Road;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(SAID APARTMENT)

All that the BHK residential Apartment No._____ having carpet area of _____square feet (equivalent to _____ square feet of built-up area and _____ square feet of super built area, (which is provided here only for information purpose), on the_____ floor in Tower No. _____ Together with exclusive right to use the Balcony having a Built Up area ofSq.ft. approximately adjoining to the said Apartment No..... and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour.....thereon and Together With the exclusive right to use the adjoining open terrace/open space having a Built up area of ... sq.ft. approximately, if any, and delineated on the

Floor Plan being **Annexure A** hereto and bordered in colour..... thereon Together With the proportionate undivided indivisible impartible variable share in the land beneath the said Tower of the Project known as **Sunbright Residency**, constructed and completed in accordance to the Plan, attributable to the said Apartment Together With a Covered Car parking Space being no.... in the basement of the Tower No.... AND/OR Together With Right to park in Open Car Parking Space being no.....and pro rata Common Areas ofSq.ft. of the said Project known as **Sunbright Residency** more fully mentioned in the **Part -I** of the **Third Schedule** hereto and right to enjoy common amenities and facilities of the said Project more fully mentioned in the **Part - II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other Purchasers of the said building and the said Project.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART - I
(COMMON AREAS)

1. The foundations, columns, girders, beams, supports, stairs and entrance and exit through the main gate of the building.
2. Roof right shall be common in purpose.
3. Common service such as water supply installation including deep tube well and running of pump, lighting and cleaning of the common area etc.
4. The underground water reservoir tank, pumps and motor, pipes and general all apparatus and installations existing for common use.
5. Ingress and egress from all gates and driveways.

PART - II
(COMMON AMENITIES AND FACILITIES)

1. Meeting Room

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon

the New Buildings and enjoyed or used by the Purchasers in common with other occupiers or serving more than one Apartment/Apartment and main entrance and exit gates, landings and staircases of the New Buildings and enjoyed by the Purchasers or used by him in common as aforesaid and the boundary walls, compounds etc. of the New Buildings. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the New Buildings so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association 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, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE** : Insurance premium for insurance of the New Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:
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 _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter: (including joint buyers) Please affix photograph and sign across the photograph

(1) Signature _____

Name _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature

Name _____

Address _____

2. Signature

Name _____

Address _____