

**THIS INDENTURE** made this .... day of .....Two Thousand .....,  
**BETWEEN J.G.DEVELOPMENT PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956, having PAN AAACJ6837F, having its registered office at 176B, Rash Behari Avenue, Gariahat, Post Office & Police Station Gariahat, Kolkata-700 029, being represented by its Managing Director, Jyotirmoy Mazumdar, son of the Late Joy Gobinda Mazumdar, by faith Hindu, by occupation business, by Nationality Indian, having PAN ADXPM9992K, residing at E1, Bishakha, Neelachal Abashan, 98, Rajdanga Road, Police Station Kasba, Post Office Bosepukur, Kolkata-700 107,, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include so far as the company is concerned-its successor, successors in interest and assigns and so far as the individuals are concerned- their respective heirs heiresses executors administrators legal representatives and assigns) of the **ONE PART**

**AND**

**(1)** \_\_\_\_\_, Aadhar No. .... having PAN \_\_\_\_\_, son of \_\_\_\_\_, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Pin Code \_\_\_\_\_, and **(2)** \_\_\_\_\_, Aadhar 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, (Aadhar 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 (Aadhar 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. [\_\_\_], (Aadhar 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 and Purchaser(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party".

**WHEREAS:**

A. The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 118 decimal, be the same a little more or less, situate and lying situate at, Mouja Malipukuria comprised in C.S. Dag Nos. 171(P), 172(P), 178(P), 179(P) and 173(P) and 174 under C. S. Khatian No. 365, appertaining to L. R. Dag Nos. 103, 104, 106, 107, 110 and 111 under L. R. Khatian No. 2718, Police Station- Sonarpur within the jurisdiction of Sonarpur-II Gram Panchayat, District South 24-Parganas, more fully and particularly described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the **said Land**) free from all encumbrances, charges, liens, lispendense, acquisitions, requisitions, trusts of whatsoever nature through the devolution of title more fully and particularly described in the **Part-I** of the **First Schedule** here under written.

B. The Vendor herein had submitted a building plan before the Sonarpore Panchyat Samiti for construction of two (2) Basement plus Ground plus Seven (B+G+7) and one (1) Ground plus Four (G+4) storied building consisting of 2/3BHK residential apartments and one (1) Ground plus five (G+5) storied building consisting of commercial space and other constructions on the said land or on the part thereof (herein after referred to as the **said Project**).

C. The Vendor has obtained building plan duly approved and sanctioned by the office of the Sonarpur Panchayat Samiti vide **Memo No. 205/1/SNS** dated **March 27<sup>th</sup>, 2018** [herein after referred to as the **said plan**].

D. 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 Vendor 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 Tower 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.

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

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

G. At the request of the Purchaser(s) the Vendor has agreed to execute this Indenture in their favour.

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

- a) the title of the Vendor to the said land;
- b) the right of the Vendor 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 car parking space, if any;
- g) the open terrace, if any;
- h) the Common Facilities and Amenities of the Tower and the said Project.

I. 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 Allottes/Purchasers in the Project to be formed by the Vendor under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

**BLOCK/TOWER** : shall mean the new block or tower where the Apartment of the Purchaser(s) is situated and also comprising of residential areas, open or covered parking spaces and other constructions whatsoever constructed, erected and completed in accordance with the Plans.

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

**CARPET AREA** : shall according to its context mean the usable floor area of the apartment described in the **Part-I** of the **Second Schedule** hereunder excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment.

**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.

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

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

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

**COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottes, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottes and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

**COMPLETION CERTIFICATE** - shall mean the Completion Certificate bearing no..... dated ..... issued by the ..... certifying that the project has been developed according to the sanctioned plan(s), layout plan and specifications, as approved by the competent authority/authorities under the local laws, as applicable.

**PLAN/S** – shall mean the plan for construction of the Project consisting of several residential apartments approved and sanctioned by the office of the Sonarpur Panchayat Samiti vide **Memo No. 205/1/SNS** dated **March 27<sup>th</sup>, 2018** and shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority.

**PROJECT** – shall mean the development of the said land by construction of New Buildings consisting of residential apartments with open areas and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities and all development works constructed, erected and completed by the Vendor on the said land or on the part thereof and known as **GOLDEN HEIGHTS** in terms of the said Plan(s) together with all easement rights and appurtenances belonging thereto.

**SAID LAND** – shall mean **ALL THAT** the piece and parcel of land containing a total area of 1.18 Acres (118 dcml.) be the same or a little more or less together with a single storied building standing thereon or the part thereof lying situate at MoujaMalipukuria comprised in C.S. Dag Nos.171(P), 172(P), 178(P), 179(P) and 173(P) and 174 under C.S. Khatian No.365, appertaining to L.R. Dag Nos.103, 104, 106, 107, 110 and 111 under L.R. Khatian No.2718, Police Station- Sonarpur within the jurisdiction of Sonarpur-II Grampanchayat, District South 24-Parganas and more fully and particularly mentioned and described in the **Part-II** of the **First Schedule** hereunder written.

**SAID SHARE** – shall mean proportionate undivided indivisible impartible variable share in the land comprised in the Project attributable to the said Apartment.

**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 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 constructed and completed as per the said 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 **Golden Heights** attributable thereto Together with a Covered Car parking Space being no.... in the ground/basement of the Tower No.... and pro rata Common Areas of .... Sq.ft. of the said Project known as **GOLDEN HEIGHTS** 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..

J. 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 Vendor (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment and properties appurtenant thereto) the Vendor doth hereby grant, transfer, convey, assign and assure 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 **GOLDEN HEIGHTS**, 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... **OR** Together With Right to park in Open Car Parking Space being no..... and pro rata Common Areas of .... Sq.ft. of the said Project known as **GOLDEN HEIGHTS** 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 VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER(S)** as follows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights

And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.

c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor.

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 Vendor 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 Vendor or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser(s) makes do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.

g) The Vendor has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Vendor doth 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 DOTHT HEREBY COVENANT WITH THE VENDOR** as follows:-

- a) to co-operate with the Vendor and/or the facility management agency appointed by the Vendor 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 Tower/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 kutcha 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 Tower/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 any one to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the Tower/said Project.

i) no purchaser shall make or permit any disturbing noises in the Tower/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 new building. 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 Tower/said Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Tower/said Project unless accompanied.

l) not to claim any right whatsoever or howsoever over any other Apartment or portion of the Tower/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 Vendor 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 tower or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Vendor and/or the facility management agency appointed by the Vendor 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 Vendor'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 Tower/said Project nor into lavatories, cisterns, water or soil pipes serving the new 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 new building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the new 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 new building 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 thereunder) of the Government, concerned Panchayat and Jila Parishad, WBPDC, 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 Vendor's logo at the New Building and to make such additions and alterations in or about or relating to the Apartment and/or the new building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Vendor 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 Vendor 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 concerned Paynchayat and Jila Parishad, and the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor 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 Vendor 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 Vendor, 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 Vendor and/or the facility management agency appointed by the Vendor 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 new building.

bb) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the new building or the Apartment against loss or damage by fire or policies of insurance on the new building or the Apartment against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers and to repay to Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor 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, Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers. Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers and/or the respective holders of areas 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 New 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 Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers, all such permissions and licenses and if the Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers from time to time.

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

kk) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the new building.

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 "**GOLDEN HEIGHTS**" placed on the main entrance gate and the ultimate roof of the new building at the said premises and to maintain the same in proper order and manner.

nn) Except the immediate preceding sub-clause, these house rules may be added to, amended or repealed at any time by the Vendor 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) If before formation of the Association, any dispute relating to the said Apartment arises by and between the Purchaser(s) and the other occupiers of the other parts of the new building such disputes and differences shall be adjudicated by the Vendor alone whose decision shall be final and binding. The Vendor might authorize the Facility Management Agency to solve the said dispute. After the Association is formed, the same should be adjudicated by the Association alone.

b) 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 Vendor and/or the facility management agency appointed by the Vendor 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 concerned Paynchayat and Jila Parishad, 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 Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor 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 new building as a whole and whether demanded from or payable by the Purchaser(s) or the Vendor 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 New Building as a whole.

III) Electricity charges for electricity consumed in or relating to the Apartment to the Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers shall be liable to pay the same to WBPDC.

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 Vendor 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 Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor 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 WBPDCCL, from its consumers for the delay in payment of its bills).

c) 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 Vendor and/or the facility management agency appointed by the Vendor 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 new building earmarked for the Apartment.



d) Until the expiry of three months of a notice in writing given by the Vendor and/or the facility management agency appointed by the Vendor 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 Vendor and/or the facility management agency appointed by the Vendor shall look after the common purposes and the Purchaser(s) undertake to regularly and punctually pay to the Vendor or its nominee the maintenance charges and other amounts payable by the Purchaser(s) herein.

e) The Purchaser(s) shall not hold the Vendor and/or the facility management agency appointed by the Vendor liable for rendering any accounts or explanation of any expenses incurred by the Vendor and/or the facility management agency appointed by the Vendor in its acts relating to the Common Purposes nor shall the Purchaser(s) be entitled to hold the Vendor and/or the facility management agency appointed by the Vendor responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser(s) as well as the Association shall remain liable to indemnify and keep indemnified the Vendor and/or the facility management agency appointed by the Vendor for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser(s) and/or the Association.

f) The notice contemplated hereinabove may be given by the Vendor and/or the facility management agency appointed by the Vendor at its sole discretion upon transfer of all the Apartments/Apartments in the new building to the Co-transferees or, earlier, and immediately upon receipt of such notice, the Purchaser(s) along with the other Co-transferees shall at their own costs and expenses and in a lawful manner form the Association for the common purposes with the Co-transferees as shareholders or members, as the case may be, thereof and each shareholder or member shall have voting rights in such Association equivalent to one vote per Apartment/Apartment, it being clarified that in case there be more than one Purchaser of one Apartment even then only one of such Purchaser who is nominated amongst them shall be entitled to have voting rights appertaining to their Apartment.

g) The Purchaser(s) and the other Co-transferees shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Vendor shall not in any manner be responsible and liable therefor except that in the event, the Vendor shall retain any Apartment/Apartment, it shall also become a shareholder or member of the Association, as the case may be.

h) Upon formation of the Association, the Vendor shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Vendor hereunder or so intended to be or so desired by the Vendor hereafter) whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period

specified hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Vendor to all the Co-transferees for the time being of the new building without any further act on the part of the Vendor and whereupon only the Co-transferees shall be entitled thereto and obliged therefor. All reference to the Vendor herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association or the Co-transferees as the case may be.

i) At the time of handing over the charge to the Association or to the Co-transferees as the case may be the Vendor shall also transfer the residue then remaining of the deposit made by the Purchaser(s) hereinabove after adjusting all amounts then remaining due and payable by the Purchaser(s) and the amounts thus transferred shall be held by the Association or the Co-transferees to the Account of the Co-transferees respectively for the purpose thereof and the Purchaser(s) and the other Co-transferees and the Association shall remain liable to indemnify the Vendor for all liabilities due to non fulfillment of its obligations by the Purchaser(s) and/or the other Co-transferees and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the new building by the Association and/or Co-transferees (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the new building).

j) The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.

k) 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 Vendor and/or the facility management agency appointed by the Vendor **interest at the rate of 18% per annum** and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

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

(b) withhold and stop all other utilities and facilities (including lifts, Generator, etc.) to the Purchaser(s) and their servants, visitors, guests, tenants, licenses and/or to the Apartment.

- (c) 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.
- l) 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).
- m) Until the appointment of Facility Management Agency by the Vendor, the Vendor shall look after the Common Purposes and the Purchaser(s) undertake to regularly and punctually pay to the Vendor or their nominee the maintenance charges and other amounts payable by the Purchaser(s) hereunder.
- n) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Vendor or the Facility Management Agency from time to time for the common purposes.
- o) 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).
- p) The proportionate share of the Purchaser(s) in various matters referred herein shall be such as be determined by the Vendor and the Purchaser(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- q) 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 new building and the Vendor 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/Vendor 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/Vendor exclusively.
- r) The undivided share in the land below and underneath the new building comprised in the said premises hereby sold and transferred and attributable to the Said Apartment shall always remain indivisible and impartible.

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

t) 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 extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Vendor may deem appropriate or as may be directed by appropriate authorities or as may be made by the Vendor keeping in mind any extant / proposed laws, rules and regulations. The Purchaser(s) agree(s) to render all cooperation to the Vendors in this regard as and when called upon by the Vendors/Vendor without any claim demand demur or protest.

#### **V. DEFECT LIABILITY:**

a) It is clarified that the Defect Liability of the Vendor 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 Vendor to the Purchaser(s) ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment/building/ wing and if the annual maintenance contracts are not done/renewed by the Purchaser(s), the Vendor 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 Vendor/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/Building 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 Vendor as per the Agreement for Sale relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Purchaser from the date of handing over possession, save those as mentioned in clause 15.2 below, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

c) The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor;
- 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 Vendor shall get it rectified at its own cost.

- vi) If the materials and fittings and fixtures provided by the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Purchaser and/or of/by the men, servants, contractors, agents personnel etc. of the Vendor and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Vendor 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 Purchaser, without first notifying the Vendor and without giving the Vendor 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 Vendor shall be relieved of its obligations contained in clause 15 hereinabove.

## **VI. BINDING EFFECT:**

All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) of the Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

**VII. ARBITRATION:** All disputes and differences by and between the Vendor and Purchaser(s) in any way relating to or connected with the said Apartment/Apartment, shall be referred for arbitration to the person to be decided mutually by all the parties and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified and/or amended from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards.

**VIII. JURISDICTION:** Only the Courts at Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the Vendor and the Purchaser(s).

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART-I**  
**(DEVOLUTION OF TITLE)**

A. One Sisir Kumar Bhattacharya, Tulshi Bhattacharya and Dulal Chandra Bhattacharya were jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing a total area of 3 Acres 73 Decimals be the same or a little more or less lying situate at MoujaMalipukuria, ParganaMadanmalla, Touzi No. 250, J. L. No. 24, comprised in C.S. Dag Nos. 98, 99, 105, 96, 97, 102, 103, 106, 96/793, C.S. Khatian No. 365, Police Station- Sonarpur, District South 24-Parganas (hereinafter referred to as the **said Larger Land**).

B. By a Deed of Partition dated the 18<sup>th</sup> day of September, 1970 written in Bengali vernacular made between the said Tulshi Bhattacharya, Dulal Chandra Bhattacharya and Sisir Kumar Bhattacharya and registered with the Sub-Registrar Sonarpur in Book No. I, Volume 43, Pages 1 to 9 (**30 to 36**), Being No. 2980 for the year 1970, the said Sisir Kumar Bhattacharya was exclusively allotted All That the piece and parcel of land containing an area of 1 Acre 18 Decimals to the exclusion of other parties thereto, to avoid future complication and/or misunderstanding.

C. Thus the said Sisir Kumar Bhattacharya became seized and possessed of All That the piece and parcel of partly Sali, partly Danga and partly Bastu land containing a total area of 1.18 Acres (118 dcml.) be the same or a little more or less together with brick built structure standing thereon or the part thereof lying situate at MoujaMalipukuria comprised in C. S. Dag Nos. 171(P), 172(P), 178(P), 179(P) and 173(P) and 174 under C. S. Khatian No. 365, appertaining to L. R. Dag Nos. 103, 104, 106, 107, 110 and 111 under L. R. Khatian No. 2718, Police Station- Sonarpur within the jurisdiction of Sonarpur-II

Grampanchayat, District South 24-Parganas (hereinafter referred to as the **said Land**).

D. The said Sisir Kumar Bhattacharya duly got his name mutated in the record of rights in the office of the Sonarpur B.L.& L.R.O., in respect of the said Land.

E. By a Deed of Conveyance dated the 22<sup>nd</sup> day of September, 2015 made between the said Sisir Kumar Bhattacharya therein referred to as Vendor of the One Part and J .G .Development Private Limited, the Vendor herein, therein referred to as Purchaser of the Second Part and registered with the District Sub-Registrar-IV, South 24-Parganas in Book No. I, Volume 1604-2015, Pages from 76859 to 76886, Being No. 160407009 for the year 2015, the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the said Land more fully and particularly described in the Schedule thereunder written.

F. Subsequently by a Deed of Declaration dated the 18<sup>th</sup> day of January, 2017 made between the said Sisir Kumar Bhattacharya therein referred to as Declarant and registered with the District Sub-Registrar IV, South 24-Parganas in Book No. IV, Volume 1604-2017, Pages 588 to 599, Being No. 160400034 for the year 2017, inadvertent mistakes of Schedule A and B of the afore recited Deed of Conveyance being No. 160407009 for the year 2015 were rectified.

G. The said J. G. Development Private Limited, the Vendor herein, duly got its name mutated in respect of the said Land with the Sonarpur B.L. & L.R.O. in the following manner:-

Dag No.	Nature of Land	Total Area in dag	Recorded Area
103	Sali	02 Decimal	02 Decimal
104	Sali	01 Decimal	01 Decimal
106	Garden	25 Decimal	25 Decimal
107	Sali	53 Decimal	53 Decimal
110	Sali	47 Decimal	16 Decimal
111	Bastu	36 Decimal	12 Decimal
	Total	164 Decimal	109 Decimal

H. In terms of Section 4C of the West Bengal Land Reforms Act, 1955, (as amended) read with Rule 5A of West Bengal Land Reforms Rules, 1965 permission has been granted in favour of the Vendor herein for conversion of the said land to Bastu-cum- Commercial Class by Memo No. 60(C)/92/8017 dated 6<sup>th</sup> March, 2017 issued by the office of the Additional District Registrar and District Land & Land Reforms Officer, South 24-Parganas.

## **PART II**



**(SAID LAND)**

**ALL THAT** the piece and parcel of land containing a total area of 1.18 Acres (118 dcml.) be the same or a little more or less together with a single storied building standing thereon or the part thereof lying situate at MoujaMalipukuria comprised in C.S. Dag Nos.171(P), 172(P), 178(P), 179(P) and 173(P) and 174 under C.S. Khatian No.365, appertaining to L.R. Dag Nos.103, 104, 106, 107, 110 and 111 under L.R. Khatian No.2718, Police Station- Sonarpur within the jurisdiction of Sonarpur-II Grampanchayat, District South 24-Parganas and butted and bounded in the manner following, that is to say:

- ON THE NORTH** : By NarayanPur Main Road and Property of Ashalata&MrityunjoyJoardhar;
- ON THE EAST** : By Property of Dulal Bhattacharya, Smt. RumaMondal and portion of Swami Samadhi Mandir;
- ON THE SOUTH** : By 22 ft road and Property of Swami Samadhi Mandir;
- ON THE WEST** : By Property of ParthaPratimKar, Sri BirendraNathMaity, & Sri DukhanMahato;

**THE SECOND SCHEDULE ABOVE REFERRED TO:****(SAID APARTMENT)****TO BE SET OUT FROM THE OPERATIVE PORTION****THE THIRD SCHEDULE ABOVE REFERRED TO:****PART I****(COMMON AREAS)**

1. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
2. Drains and sewers from the New Buildings or to the Municipality drain.
3. Staircases and landings flooring having windows with integrated grill and glass panes.

4. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different flats and from reservoir to overhead water tanks and also the pump rooms.
5. Electrical installations and main switches and meters.
6. Water and sewage, evacuation pipes from the Flats to drains and sewers common to the New Building.
7. Main gate of the Complex
8. Underground Reservoir
9. Septic Tank
10. Generator
11. Fire Fighting Equipment

**PART I  
(COMMON AMENITIES& FACILITIES)**

1. ActivityLawn
- 2 Jogging/WalkingLane
3. Community Hall
4. Swimming Pool
5. Clubhouse/Indoor Play area
6. Gymnasium
7. Kids Play Area

**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.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(THE CLUB)**

- a) a) A Club shall be set up by the Vendor within the said Project/Complex which may have the recreational facilities tentatively like Swimming pool, Gymnasium, indoor games, community hall etc. to be used exclusively by club members against payment for the same. The said facilities may be varied at the sole discretion of the Vendor.
- b) The said Club will be for the use of the Purchaser(s) and/or any person occupying the flat through the Purchaser(s) or any person other than flat owner who is admitted by the Vendor as a member of the Club. The user of the Club shall be subject to such terms and conditions and rules and regulations to be formulated in that regard by the Vendor or its nominee and/or assignee and also subject to making payment of the admission charges and monthly subscription charges which may be levied and/or imposed by the Vendor or its

nominee and/or assignee from time to time as per the rules of the Club that would be framed by the Vendor.

- c) All members of the Club will be required to abide by the rules and regulations to be framed from time to time, by the Vendor or its nominee and/or assignee.
- d) It is expected that the facilities at the Club will be operational together with the completion of the said Project in its entirety.
- e) The membership would create a right to use the Club facilities subject to regular payment of charges and strict observance of regulations.
- f) Any person residing with the Purchaser(s) may be given the facility to become additional member to the extent and on the terms prescribed by the managing committee of the Club.

**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 \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY  
THE WITHIN NAMED:  
Vendor: (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 \_\_\_\_\_

