

THIS INDENTURE made this _____ day of _____ Two Thousand Eighteen
BETWEEN _____ (PAN _____), a company
incorporated under the Companies Act, 1956, having its registered office at
_____, Kolkata – 7000____ represented by its Authorized
Signatory _____, son of _____, (PAN _____) residing at
_____, P.O _____, P.S _____, Kolkata - _____ and
hereinafter jointly referred to as the **PROMOTERS** (which expression shall unless
excluded by or repugnant to the subject or context be deemed to mean and include in
respect of the companies their respective successor or successors-in-interest and
assigns and in respect of the individuals their respective heirs, legal representatives
and assigns) of the **FIRST PART**

AND

[If the Allottee is the company]

_____ (CIN no. _____), a company incorporated under the provision of the companies act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the SECOND PART:

[or]

[If the Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ (PAN - _____), represented by its authorized Partner, _____ (Aadhar No. _____) authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the SECOND PART:

[or]

[If the Allottee is an Individual]

(1) Mr. / Ms. _____ (Aadhar No. _____) son / daughter of _____, aged about _____, residing at _____, PAN no. _____) and (2) **Mr. / Ms. _____ (Aadhar No. _____) son / daughter of _____, aged about _____, residing at _____, PAN no. _____** hereinafter **jointly** referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include **his/her/their** heirs, legal representatives, and permitted assignees) of the SECOND PART:

[or]

[If the Allottee is a HUF]

Mr. (PAN No.) son of, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at, PAN no.) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns,) of the THIRD PART:

The owner, the promoter and allottee shall hereinafter collectively be referred to as the “parties “and individually as a “party”

WHEREAS: -

1. That by a deed of conveyance dated 17th day of July,2006, registered and recorded in Book No:1, Vol. No:1, Paged 1 to 18, Being No:10482 for the year 2006 at the office of the Registrar of Assurance, Kolkata one Shri Satish Lakhotia sold, conveyed and transferred ALL THAT Piece and Parcel of land measuring about 12(Twelve) Cottahs, be the same a little more or less, appertaining to J.L.No:5, Touzi No:1298/2833, C.S.Dag Nos: 804, Khatian No:156 under parent Khatian No:155, ,Pargana Dihi Panchannagram, under Mouza-Tangra, P.S: Tiljala, Dist: 24-Parganas(S) TOGETHER WITH dilapidated pucca brick built structure standing thereon, being known as Municipal Premises No:11J, East Topsia Road, Kolkata-700 046 within the Municipal Ward No:66 of the Kolkata Municipal Corporation, butted and bounded – by the North 100’ft wide Road,, by the East – Property of Javed Ahmed Khan & Ors unto and in favour of Nataraj Housing Promoters Pvt.Ltd for the valuable consideration mentioned therein;
2. That while thus seized and possessed of the aforesaid property by way of purchase, the said property duly mutated in the name of Nataraj Housing Promoters Pvt.Ltd with the Kolkata Municipal Corporation;
3. That while thus seized and possessed of the aforesaid property by way of purchase, the said Nataraj Housing Promoters Pvt.Ltd duly obtained building Plan being Plan No:2010070206 dated 21-09-2014 from the Building Dept of the Kolkata Municipal Corporation for raising B+G+IV storied building thereon;

And whereas:

1. While thus seized and possessed of the said property, the name of Natraj Housing Promoters Private Limited changed as IRC INFRA & REALITY PRIVATE LIMITED, duly been incorporated under Companies Act,1956 or otherwise well and sufficiently entitled to the said premises free from all encumbrances whatsoever.
2. By way of purchase and on changing the name of the Company, IRC INFRA & REALITY PRIVATE LIMITED now seized and possessed of ALL THAT Piece and Parcel of land measuring about 12(Twelve) Cottahs, be the same a little more or less, appertaining to J.L.No:5, Touzi No:1298/2833, C.S.Dag

Nos: 804, Khatian No:156 under parent Khatian No:155, ,Pargana Dihi Panchannagram, under Mouza-Tangra, P.S: Tiljala, Dist: 24-Parganas(S) TOGETHER WITH dilapidated pucca brick built structure standing thereon, being known as Municipal Premises No:11J, East Topsia Road, Kolkata-700 046 within the Municipal Ward No:66 of the Kolkata Municipal Corporation, butted and bounded – by the North 100’ft wide Road,, by the East – Property of Javed Ahmed Khan & Ors;

3. While thus seized and possessed of the aforesaid property, the Owner IRC INFRA & REALITY PRIVATE LIMITED having duly demolished all the old and dilapidated buildings and other structures whatsoever then lying erected thereon and in pursuance of the building Plan being Plan No:2010070206 dated 21-09-2014 commenced the construction of a new multi-storied [B+G+IV] building comprising of several office rooms/Space, Residential Flats, Car-Parking spaces and other structures in or upon the land comprised in the said premises hereinafter called the said building;
4. While thus seized and possessed of the aforesaid property, the Owner IRC INFRA & REALITY PRIVATE LIMITED obtained modified plan being Plan No:2017070056 dated 11-07-2017 and obtained additional floor i.e for construction of B+G+V storied building thereon
5. That pursuant to the building Plan being Plan No:2017070056 dated 11-07-2017, the Owner IRC INFRA & REALITY PRIVATE LIMITED duly undertaken construction of B+G+V storied building thereon.

At or before execution of this Indenture, the Purchaser has inspected, investigated and satisfied himself as follows:-

- a) the title of the Promoters to the said land;
- b) the right of the Promoters to sell/transfer the said Unit;
- c) the said plan;
- d) the workmanship, specifications, materials used in the said Unit;
- e) the structural stability of the new building;
- f) all the documents as recited hereinabove;
- g) the super built up area of the said unit and the common service area;
- h) the specifications thereto;

- i) the materials used in the new building;
- j) the car parking space, if any;
- k) the common facilities and amenities of the new building.

S. The Promoters have agreed to sell and the Purchaser has agreed to purchase ALL THAT the Flat/unit No. ____ on the _____ in the New Building having super built-up area of _____ be the same a little more or less more fully and particularly described in **Part I** of the **Second Schedule** hereunder written and one No. of covered car parking space on the ground floor of the New Building more fully and particularly described in **Part-II** of the **Second Schedule** hereunder written together with the undivided proportionate indivisible part or share in the Common Areas, Facilities and Amenities and Together with the said Share at and for the consideration of a sum of Rs. _____ - (Rupees _____ only).

T. 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 any company incorporated under the Companies Act, 2013 or any Association or a Committee as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by Developer not inconsistent with the provisions and covenants herein contained.

BUILT-UP AREA: shall according to its context mean the plinth area of the flat/unit described in **Part I** of the **Second Schedule** hereunder and all the flats/units of the New Building and constructions thereat, and which area shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two flats/units then half of the area under such wall, column or pillar shall be included in each such flat/unit, the common areas, portions and installations of the New Building as has been determined by the Architects.

CARPET/CHARGEABLE AREA shall mean the net usable floor area of the Unit , excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit , meant for the exclusive use of the Allottee. but includes the internal partition walls of the Unit,

CAR PARKING SPACE – shall mean the spaces in the portions of the ground floor level, whether open or covered, of the New Building expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include as mentioned in the **Part-I** of the **Third Schedule** hereunder written which includes corridors,

hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator and other facilities in the New Building which may be provided by Developer and required for establishment location enjoyment provisions maintenance and/or management of the New Building as would be decided by Developer.

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 Co-owners and all other expenses for the Common Purpose as may be decided by the Developer to be contributed, borne, paid and shared by the Co-owners. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any flat/unit shall be separately paid or reimbursed to the Maintenance in-charge.

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

CO-OWNERS: according to the context shall mean all the prospective or actual buyers who for the time being have agreed to purchase any flat/Unit in the New Building and for all unsold Unit and/or Units, the Developer.

MAINTENANCE-IN-CHARGE – shall upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the Developer mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Developer.

NEW BUILDING- shall mean the building named **ATHENA** comprising of residential areas, covered parking spaces and other constructions whatsoever to be constructed, erected and completed by the Developer in accordance with the Plan on the said land.

PLAN – shall mean the plan for construction of a G +V [Ground plus Five] Building consisting of several residential flats/units sanctioned by KMC and wherever the context so permits or intends shall include any modifications and/or alterations thereto.

PROPORTIONATE OR PROPORTIONATELY – according to the context shall mean the proportion in which the built up area of the said flat/Unit may bear to the built-up area of all the Units in the New Building **PROVIDED THAT** where it refers to the share of any Purchaser or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said flat/Unit).

SAID FLAT/UNIT – shall mean Flat/unit No. _____ on the _____ in the New Building having super built-up area of _____ Sq.ft. be the same a little more or less more fully and particularly described in **Part I** of the **Second Schedule** hereunder written and one No. of covered car parking space on the ground floor of the New Building more fully and particularly described in **Part-II** of the **Second Schedule** hereunder written together with the undivided proportionate indivisible part or share in the Common Areas, Facilities and Amenities more fully and particularly described in the **Third Schedule** hereunder written and Together with the said Share.

SAID SHARE – shall mean proportionate undivided indivisible impartible share in the said land attributable to the said Flat/Unit agreed to be purchased hereunder by the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said agreement and in consideration of the aforesaid sum of **Rs.**_____.of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer (the receipt whereof the Developer 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 and the said unit and properties appurtenant thereto) the Promoters do and each of them doth hereby grant, transfer, convey, assign and assure and the Developer doth hereby confirm and assure unto and in favour of the Purchaser **ALL THAT** the Flat/unit No.____ on the _____ in the New Building named **ATHENA** having super built-up area of _____ Sq.ft. be the same a little more or less more fully and particularly described in **Part I** of the **Second Schedule** hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour**RED** thereon and one No. of covered car parking space on the ground floor of the New Building more fully and particularly described in **Part-II** of the **Second Schedule** hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour**GREEN** thereon Together With the undivided proportionate indivisible part or share in the Common Areas, Facilities and Amenities of the said building and the said premises more fully and particularly described in the **Third Schedule** hereunder written and Together With the undivided proportionate indivisible part or share in the land comprised in the said premises attributable thereto more fully and particularly described in the **First Schedule** hereunder (hereinafter collectively referred to as the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the Promoters, Co-Owners and the other lawful occupants of the new building **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit 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.

II. AND THE PROMOTERS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows :-

a) Notwithstanding any act deed matter or thing whatsoever by the Promoters done or executed or knowingly suffered to the contrary the Promoters are now lawfully rightfully

and absolutely seised and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted, 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 Promoters now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Flat And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

c) The said Flat 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 Promoters or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Promoters.

d) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat 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 Promoters or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser 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 Promoters or any person or persons lawfully or equitably claiming as aforesaid.

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

g) The Promoters have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Flat 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 Promoters do hereby further covenant with the Purchaser 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 shall produce or cause to be produced to the Purchaser or to his 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 Land and also shall at the like request and costs of the Purchaser deliver to the

Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE PROMOTERS as follows :-

- a) to co-operate with the Maintenance In charge in the management and maintenance of the New Building 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 New Building and in particular the Common Areas and Installations and other common purposes.
- c) to use the Flat only for residential purpose in a decent and respectable manner and for no other purpose.
- d) to use the Car Parking Space/s only for the purpose of parking of his sedan 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. Dwelling or staying of any person in the said car parking space or blocking by putting any articles shall not be permitted.
- f) not to use any part of the New Building or other Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- g) to use the Common Areas and Installations only to the extent required for ingress to and egress from the Flat 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 New Building.
- i) not to claim any right whatsoever or howsoever over any other Flat or portion of the New Building save the Flat.
- j) 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 Promoters and a decent nameplate or signage outside or above the main gate of his Flat. It is hereby expressly

made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Flat.

k) not to alter the outer elevation of the New Building or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Maintenance in-charge in writing or in the manner as near as may be in which it was previously decorated.

l) 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 and Installations or in any other portion of the New Building nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other Co-transferee to do so.

m) 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 the other Flats in the New Building.

n) To keep the flat and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other flat in the New Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other flats/parts of the New Building and not to do or cause to be done anything in or around the flat 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 flat. In particular and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the flat or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

o) not to let out transfer or part with the possession of the Car Parking Space independent of the flat nor vice versa, with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Flat to any other Co-owner of the New Building and none else.

p) 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 flat.

q) maintain at his own costs, the Flat 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, CESC and/or any statutory authority and/or local body with regard to the user and maintenance of the Flat as well as the user operation and maintenance of the lifts, Generator, water, electricity, drainage, sewerage and other installations and amenities at the New Building and to make such additions and alterations in or about or relating to the Flat and/or the New Building as be required to be carried out by him independently or in common with the other Co-owners as the case may be without holding the 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 Promoters 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.

r) to apply for and obtain at his own costs separate assessment and mutation of the flat in the records of Kolkata Municipal Corporation and the Promoters shall give their consent for the same.

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

t) to collect and/or to remove all refuse or rubbish whatsoever from the said Flat 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 Maintenance In-charge, the Ministry of Environment and/or any competent authority or organization.

u) 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 Flat.

v) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Flat 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 Flat save and except such as shall have been previously approved in writing by the Maintenance in-charge.

w) not to change or in any way, vary the frontage or the entrance door of the Flat approved by the Promoters or Maintenance in-charge for access to the Flat or in any way to cut or alter the entrance door without first having obtained the written consent of the Promoters or Maintenance in-charge, which shall not to be unreasonably withheld.

x) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Flat any weight greater than its load bearing capacity or as the Maintenance in-charge 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.

y) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the New Building or the Flat against loss or damage by fire or policies of insurance on the New Building or the Flat 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 Maintenance in-charge and to repay to Maintenance in-charge on demand all sums paid by Maintenance in-charge by 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 Maintenance in-charge.

z) not to place or take into the lifts without the prior approval of Maintenance in-charge any baggage, furniture, heavy articles or other goods.

aa) to permit the Promoters or Maintenance in-charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and without previous notice in writing to the Purchaser to enter upon the Flat 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.

bb) not to discharge into any conducting media that serve the New Building any substance that may obstruct or cause damage or danger any noxious, poisonous or radioactive matter or anything likely to pollute or contaminate.

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

dd) not to play or use at the Flat any equipment that is audible in the common parts or outside the Building.

ee) No bird or animal shall be kept or harboured in the common area of the New Building.

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

gg) No radio or 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.

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

i) From the date next to the date of making over possession of the said Flat to the Purchaser, the Purchaser shall bear, pay and discharge exclusively the following expenses and outgoings :-

a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Flat directly to Kolkata Municipal Corporation Provided That so long as the Flat is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Promoters or Maintenance in-charge proportionate share of all such rates and taxes assessed on the New Building.

- b) All other taxes including service tax if payable by the Maintenance in-charge, 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 Flat or the New Building as a whole and whether demanded from or payable by the Purchaser or the Promoters or Maintenance in-charge, the same shall be paid by the Purchaser wholly in case the same relates to the Flat and proportionately in case the same relates to the New Building as a whole.
- c) Electricity charges for electricity consumed in or relating to the Flat to the Promoters or the Maintenance in-charge based on the reading shown in the sub-meter provided for the Flat at the rate at which the Promoters or the Maintenance In-charge shall be liable to pay the same to CESC.
- d) The proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Promoters or the Maintenance in-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Promoters or the Maintenance In-charge the maintenance charges calculated on actual basis per square feet per month of the Super Built-up Area of the said Flat. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoters or the Maintenance In-charge 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.
- e) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC from its consumers for the delay in payment of its bills).
- ii) 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 Promoters or the Maintenance in-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the Flat or in the letter box in the ground floor of the New Building earmarked for the Flat.
- iii) In the event of the Purchaser 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 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 hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Promoters or the Maintenance in-charge interest at the rate of SBI saving bank rate on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance in-charge shall be entitled to :
- (a) withhold and stop all other utilities and facilities (including lifts, etc.) to the Purchaser and his servants, visitors, guests, tenants, licensees to the Flat.

- (b) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Flat.
- iv) Until the appointment of Maintenance in-charge by the Promoters, the Promoters shall be the Maintenance in-charge and look after the Common Purposes and the Purchaser undertakes to regularly and punctually pay to the Promoters or their nominee the maintenance charges and other amounts payable by the Purchaser hereunder.
- v) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser shall be deemed to be the act, default or omission of the Purchaser.
- vi) In the event of the Promoters obtaining sanction for further additional construction into or upon the said New Building within five years from date they shall be entitled to do so and the Purchaser agrees not to raise any objection whatsoever or howsoever.
- vii) 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 Flat shall always remain indivisible and impartible.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(said premises)

ALL THAT Piece and Parcel of land measuring about 12(Twelve) Cottahs, be the same a little more or less, appertaining to J.L.No:5, Touzi No:1298/2833, C.S.Dag Nos: 804, Khatian No:156 under parent Khatian No:155, ,Pargana Dihi Panchannagram, under Mouza-Tangra, P.S:Tiljala, Dist: 24-Parganas(S) TOGETHER WITH dilapidated pucca brick built structure standing thereon, being known as Municipal Premises No:11J, East Topsia Road, Kolkata-700 046 within the Municipal Ward No:66 of the Kolkata Municipal Corporation, butted and bounded –

By the North 100'ft wide Road,,

By the East – Property of Javed Ahmed Khan & Ors,

By the South- Property of S.N.Singh; and

By the West- 25'ft wide Road;

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Flat/unit)

Part-I

ALL THAT the said Flat/unit, being the **Flat No.**_____ containing a super built-up area of _____ Sq. Ft. be the same a little more or less on the north western side of the First Floor in the New Building on the said land described in the **First Schedule** hereinabove and delineated in the plan annexed hereto, duly bordered thereon in **RED TOGETHER WITH** the undivided proportionate share in the land attributable thereto comprised in the **First Schedule** hereinbefore written **AND TOGETHER WITH** the undivided proportionate share in the Common Areas and Facilities described in the Third Schedule hereunder written.

Part-II

One Covered/ open Car Parking Space being no. _____ on the ground floor of the New Building and delineated in the plan annexed hereto, duly bordered thereon in **GREEN**.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND FACILITIES)

Applies to present phase and all the other phases both future and past

- 1.1.1 Sewerage treatment Plant / Septic Tank
- 1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.
- 1.1.3 Roads, installations, -and security arrangements not exclusive to any segment.
- 1.1.4 Drains and sewers from the premises to the Municipal Duct.
- 1.1.5 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.6 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.7. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.8. Transformer electrical wiring meters and fittings and fixtures for lighting common areas
- 1.1.9. Round the Clock Security arrangements with CCTV and intercom
- 1.1.10. Main entrance Gate
- 1.1.11 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.12. 24Hrs water supply
- 1.1.13. Rain water harvesting may be created by Promoter at its sole option.
- 1.1.14. Dedicated communication system for telephone
- 1.1.15. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.16. Durwans Room

1.1.17. Cable connection

1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Apartment Owner shall have proportionate share therein. These include the following:

1.2.1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.

1.2.2 Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.

1.2.3 Visitors Car Parking

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Housing Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project as well as the entire Housing Complex.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.

13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lesseees/ occupiers of any Apartment.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.

15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment

18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.

21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.

22. Any other expense for common Purpose

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

SIGNED SEALED AND DELIVERED by the
PROMOTERS at Kolkata in the presence of: -

SIGNED SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of :

RECEIVED of and from the within-
named Purchaser the within-mentioned sum of
Rs. _____ being the full
consideration money as per Memo below:

MEMO OF CONSIDERATION

CHEQUE NO.	DATE	BANK/BRANCH	AMOUNT

(Rupees _____ only)

WITNESSES:

DATED THIS DAY OF 2018
#####

BETWEEN

IRC INFRA AND REALTY LIMITED
PROMOTERS

- A N D -

MR. _____

..PURCHASER

DEED OF CONVEYANCE

