

**CLAUSES WILL UNDERGO CHANGES AS PER THE FACTUAL SITUATION
AT THE TIME OF PREPARATION OF SALE DEED FOR ITS EXECUTION**

DEED OF CONVEYANCE

**THIS INDENTURE OF SALE DO HEREBY EXECUTED UNDER THE
FOLLOWING PARTICULARS:**

- 1. DATE:**
- 2. PLACE:**
- 3. PARTIES:**

BETWEEN

OWNER/VENDOR/PROMOTER:

SHIV NIKETAN LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. South 24 Paraganas Kolkata-700104 having CIN **U70101WB1996PLC081121** AND PAN **AAECS3891G**, represented by its authorised signatory **Mr. Kaushal Kumar Jha** working for gain at M/s. Shiv Niketan Limited [**PAN: BQIPJ5352F AADHAAR: 9433 5838 4220**] son of Shyam Sundar Jha, By nationality - Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal - 700104, hereinafter referred to and called as "**THE OWNER/VENDOR/PROMOTER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **FIRST PART**

AND

ALLOTTEE/BUYER:

_____, [PAN _____ and AADHAR No. _____], son of _____, by Faith - _____, By Nationality - _____, By Occupation - _____, residing at _____

hereinafter called and referred to as the "**ALLOTTEE/BUYER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns)

The Owners, Promoter and Allottees shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS AND INTERPRETATIONS

A. Definitions

For the purpose of this Indenture of Sale, unless the context otherwise requires:

1. **“Designated Apartment”** shall mean Apartment No:- ____ on the ____ Floor which is more fully and particularly described in Second Schedule;
2. **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016)
3. **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021
4. **“Regulations”** means the Regulations made under the West Bengal Real Estate (Regulation and Development) Rules, 2021;
5. **“Section”** means section of the Act;
6. **“Parking”** shall mean either Open/Dependent Covered/Independent Covered Parking;
7. **“Building Complex”** shall mean and include the said premises and the New Buildings there at with Common Areas and Installations;
8. **“Co-owners”** shall mean (a) all the ALLOTTEESs of Units in the Building Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not

alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor or the Promoter, as the case may be.

9. “Promoter” shall mean **M/s. SHIV NIKETAN LIMITED [CIN:- U70101WB1996PLC081121 AND PAN:- AAEC3891G]** a Company incorporated under the Companies Act, 1956 having its Registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. South 24 Paraganas Kolkata-700104, being represented vide Board Resolution dated by its Authorised Signatory **Mr Kaushal Kumar Jha**, [**PAN:- BQIPJ5352F AADHAAR:- 943358384220**, son of Mr. Shyam Sundar Jha, By Nationality – Indian, By faith - Hindu, Residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, Kolkata– 700104, West Bengal, hereinafter referred to as **“PROMOTER”**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns);

10. “Common areas “ mean

- The entire land for the real estate project or where the project is developed. in phases and registration under the law is sought for a phase, the entire land for the phase;
- The fire escapes and common entrances and exits of cluster;
- The parks, play areas, open parking areas and common storage spaces;
- The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community service personnel;
- Installation of Central Services such as electricity, gas, water and sanitation, air-conditioning, system for water conservation renewable energy;

- The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;
- All community facilities as provided in the real estate project;

All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use; Provided that, the roof of the buildings will solely and absolutely be in ownership, possession of the Developer/ Promoter and the promoter and its authorised persons shall use the common stair case along with the co- owners of the flat/building to use and enjoy, in any manner, the roof of the building.

11. "ALLOTTEE" shall mean one or more ALLOTTEESs named above and include:-

- a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
- b. in case of a HUF, its members for the time being their respective heirs, executors, administrators, legal representatives and/or assigns;
- c. in case of a partnership firm or LLP, its partners for the time being engaged their respective heirs, executors, administrators, legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;
- d. in case of a Company, its successors or successors-in-office and/or assigns;
- e. in cases not falling within any of the above categories, the constituent of the ALLOTTEES as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.

- 12. “Owners/Vendors”** shall mean **M/s. SHIV NIKETAN LIMITED** and include its and each of its successors or successors-in-office, interest and/or assigns;
- 13.** Words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;
- 14.** Words importing singular number shall according to the context mean and construe the plural number and vice versa. Similarly words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa;
- 15. “Applicable laws”**, shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India;
- 16. “Apex Body”** shall mean a body to be created under relevant laws by the Developer to take over the overall charge of the said Complex from the Developer and inter-alia for the purpose of managing and controlling the maintenance of the Complex or any association formed under the Relevant Laws;
- 17. “Agreed Consideration/Total Price”** shall mean the consideration mentioned in this instant deed and/or agreement mentioned hereunder that has been paid by the purchaser/s and/or shall pay at the time of execution of this agreement, if any due for acquiring of the allotted flat;

18. **"Agreement"** shall mean the Agreement for Sale dated _____ entered into between the Parties registered before _____ office under Book No. I, Volume No - , Pages- _____ , being deed no For the Year 20... which includes the general terms and conditions of the allotment of the said apartment unit for purchase by the Purchaser;
19. **"Association"** shall mean an association of all the Allottees of the Project (including the Promoter for such flat of the Project not: alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter abiding by the laws of the said act;
20. **"Architect"** Shall mean Sukanya & Associates having office at FD-224, Sector-III, Salt Lake, Kolkata-700106, West- Bengal, who have been appointed as the architect for the Project by the Promoter;
21. **"Building"** shall mean the new Building and/or structures that have been constructed on the premises by the Promoter in terms of the Plans and meant for residential purpose and use and the other constructions and structures that may be constructed on the premises by the promoter from time to time;
22. **"Carpet Area"** shall mean the net usable floor area of Apartment/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser(s)/Allottee(s) or verandah area to the said Apartment/ Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment/ Flat.
23. **"Common Expenses"** shall mean and include all expenses for the maintenance, management and upkeep of the Project Common Areas, Amenities and Facilities including the building, the car parking if any, and

further the expenses for Common Purposes of the purchasers and shall be payable proportionately by the Purchaser periodically as part of maintenance charges, .

24. "Common Purpose" shall include the purposes of managing and maintaining the Project and in particular the Project Common Areas, Amenities and Facilities, rendition of services in common to the Allottees of the said Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartment unit exclusively and the Project Common Areas, Amenities and Facilities in common.

25. "Maintenance Agency" shall mean the Promoter or such committee to be appointed by the Promoter for the time being and, upon its formation, the Association, for the Common Purposes or shall any third party being appointed by the said Association.

26. "Possession Date" shall have the meaning ascribed in the said Sale Agreement;

27. "Project" shall mean the work of development completed by the Promoter, construction and completion of the Building, marketing and sale of the Apartment Units and other rights, handing over of possession of the completed Apartment Units to the Apartment Owners/Allottees and execution and registration of the Deed of Conveyance in favour of Apartment Owners;

28. "Project Land" shall mean the contiguous and adjacent plots of Bohutol Abasan nature of land in a single compound containing an area more or less land admeasuring 50 decimals, comprised in R.S Dag No. 4702 corresponding to L.R

Dag No. 4712 under R.S. Khatian No. 1076/1 corresponding to L.R. Khatian No. 3775, lying and situate at Mouza - Rasapunja, District - 24 Parganas

- 29. "Proportionate"** with all its cognate variations shall mean the ratio that the built up area of the said Apartment units may bear to the total built up area of all the Apartment units in the Project upon its final computation;
- 30. Rules"** mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 along with the provisions of RERA 2016.
- 31. "Said Apartment Unit/Said Residential Unit"** shall mean the said Apartment, the designated car parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas, Amenities and facilities, as more fully described in the schedule "B" hereunder with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share.
- 32. "Sanctioned Plans"** shall mean the plan sanctioned by South 24 Paraganas, Zilla Parishad, vide Memo No. 1468/ZP/Engg/BP/22, building plan no 419/549/KMDA extended upto 16/11/2023 for construction of the proposed project on the Project Land and shall include all revisions made thereto;
- 33. "Said Share"** shall mean stipulated proportionate undivided indivisible impartible share in the land underneath the Building/Tower in which the Apartment/Flat agreed to be purchased hereunder by the Purchaser/s and attributable to the said Apartment/Flat;
- 34. "Service Installations"** shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light poles, garden lights, pumps

with related equipment and soak ways and any other apparatus for the supply of water, electricity, telephone or television lines or for the disposal of foul or surface water, etc.;

35. **"Sinking Fund"** shall mean the fund comprising of the amounts paid/ deposited and/or contributed by each Apartment Owners, including the Purchaser herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
36. **"Section"** means a Section of the Act.
37. **"Singular"** number shall include the "Plural" and vice versa.

WHEREAS

WHEREAS By and through a registered deed of Conveyance dated 10th June 2009, registered before the Additional District Sub-Registrar Bishnupur, South 24 Parganas and recorded in Book No 1, C.D Volume No. 11, Pages from 1632 to 1649, being No. 03181 for the year 2009 the vendor therein namely Sri Somnath sold, conveyed and transferred **ALL THAT** piece and parcel of land admeasuring 50 decimals, a little more or less comprised in R.S Dag No. 4702 corresponding to L.R Dag No. 4712 under R.S. Khatian No. 1076/1 corresponding to L.R. Khatian No. 3775, lying and situate at Mouza - Rasapunja, District - 24 Parganas (S), P.S. - Bishnupur, under the Rashapunj Gram Panchayet, Pincode - 700104 to Shiv Niketan Limited.

- A. The Promoter has duly intimated the Zilla Parishad , South 24 Parganas, about the commencement of construction of its project Gems Tower vide it's commencement letter dated 16/ 11 / 2017 with the permit No. 760/ZP/Engg/ BP/17;

B. The Promoter has registered the project under the provision of Real Estate (Regulation and Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021 on _____ under registration no. _____;

C. By Agreement for Sale Dated (Sale Agreement) the Promoter has agreed to sell and transfer to the Purchaser and the Purchaser agreed to purchase **All THAT** Apartment no. _____ (Unit) having Carpet Area of _____ SQ.FT, on _____ floor (“Designated Building”) along with designated Car parking (if any), as permissible under the Applicable law (Parking Facility) as mentioned in **SCHEDULE-B** hereto hereinafter collectively referred to as the “Designated Apartment” and the Unit is more fully and particularly described in **SCHEDULE – B**.

D. The Parties have gone through all the terms and conditions, covenants set out in this Indenture of Sale and understood the mutual rights and obligations detailed herein.

E. The parties hereby confirm that they are signing this Indenture of Sale with full knowledge of all the laws, rules, regulations, notifications, etc. including amendments (if any) applicable to the Project.

d. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms and conditions and stipulations contained in this Indenture of Sale . The parties are now willing to enter into this Indenture of Sale on the terms and conditions appearing hereinafter:-

E.NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of payment for a total amount of **Rs** /- (**Rupees**) only, including GST.

Cluster: GEMS TOWER Number – Floor:-	Cost	GST	TOTAL COST including GST
Total Price			

and more fully and particularly described in the Memo of Consideration hereunder written by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser and the said Apartment being hereby conveyed, the Owners and the Promoter doth hereby grant, convey, sell, transfer, release, assign and assure unto and in favour of the Purchaser **ALL THAT** the Flat

No.....() having SQ.FT.

Flat No:-	Carpet Area- Sq.
Flat Rooms :-	Ft.
Floor Area :-	

TOGETHER WITH the piece or parcel of land thereunto belonging whereon or on part whereof the said Apartment constructed and containing an area of Sq. Ft more or less being demarcated portion of the Project Land and comprised in R.S. Dag No. 4702 corresponding to L.R Dag No. 4712 including demarcated Car parking space ("**Parking Space**") on the said Plot, together with the right to use the proportionate indivisible share in the Common Areas, Amenities and Facilities of the Project, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) more fully mentioned in the **SCHEDULE - D** as permissible **under** applicable law, and more particularly mentioned and described in the **SCHEDULE - B** hereunder written **AND** reversion or reversions, remainder or remainders and the rents issues and profits of and in connection with the said Apartment **AND** all the estate right, title, interest in the property claim and demand whatsoever of the Owners and the Promoter into or upon the said Apartment **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 **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser covenants and agreements hereunder contained and on the part of the Purchaser to be observed, fulfilled and performed (including the restrictions, terms, conditions, covenants and obligations set forth in the said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Purchaser during the period of his ownership of the said Apartment) **AND ALSO SUBJECT** to the Purchaser paying and discharging all Panchayat and other rates taxes and impositions on the said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **SCHEDULE - F** hereunder written proportionately, and all other outgoings in connection with the said Apartment wholly and the Project and in particular the Project Common Areas, Amenities and Facilities proportionately.

I. THE OWNERS AND THE PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

i) The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser, the said Apartment in the manner aforesaid.

ii) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold, use and enjoy the said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Owners and/or the Promoter or any person or persons claiming through, under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as are expressly mentioned herein.

II THE PURCHASER DOETH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:-

1. The Purchaser shall have the exclusive rights over the said Apartment. The rights of the Purchaser is limited to ownership of the said Apartment along with a right to use (but not ownership of) the Project Common Areas, Amenities and Facilities. The Project Common Areas, Amenities and Facilities shall be used and/or enjoyed by all the owners/occupiers of the Project and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim of ownership, contrary to the above.

2. The Purchaser agrees and binds himself that the Purchaser shall and will at all times hereafter abide by and observe the restrictions set-forth

in the **SCHEDULE - E** hereunder written and also those as contained in the said Sale Agreement.

3. The Purchaser has examined and is satisfied with the layout plan, specifications, amenities, facilities, fittings and fixtures provided in the said Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and agrees not to make any claim whatsoever.

4. The Purchaser is also fully satisfied about the title of the Owners to the Project Land, the documents relating to the title of the Project Land including the said Plot on which the said Apartment is constructed, the right of the Owners and the Promoter, the Plan of the Project, the quality of the materials used in the said Apartment, the workmanship and measurement of the said Apartment, the carpet area whereof has been confirmed to the Purchaser and the Purchaser agrees not to raise any requisition about the same.

5. The Purchaser further agrees that after taking over possession of said Apartment, the Promoter shall not be liable for any rectifications and/or any defect occurring under the following circumstances and agrees not to raise any claim in any manner whatsoever in this regard:

i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles made by the Purchaser, the Promoter shall not be responsible for waterproofing, cracks and/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, the Promoter will not be responsible for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations done by the Purchaser;

iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not be responsible for 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 done by the purchaser;

iv) If the Purchaser executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment, then the Promoter shall not be responsible for 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 done at the instance of the purchaser;

vi) Different materials have different co-efficient of expansion and contraction and as such because of this difference there are chances of

cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal and needs to be repaired from time to time.

vii] If the materials, fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his/her agents in the manner in which same is required to be maintained, then the Promoter shall not be responsible for any defect in those materials, fittings and fixtures arising due to lack of maintenance by the purchaser;

viii] Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the common areas and/or in the said Apartment which will go out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

ix] If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality, then the Promoter shall not be responsible for the same.

6. The Purchaser agrees that the responsibility of the Promoter under the defect liability clause as stated in the instant Indenture of sale shall not cover defects, damage or malfunction resulting from (a) misuse, (b) modifications or repairs done by the Purchaser or his/her/their nominees/agent, (c) cases of force majeure (d) failure to maintain the amenities and equipment (e) accident and (f) negligent use. Warranty for all consumables or equipment used such as generators, fittings and

fixtures will be provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Purchaser expires before the defect liability period and such warranties are covered under the maintenance of the Project and if the annual maintenance contracts are not done/renewed by the purchaser, the Promoter shall not be responsible for any defects occurring due to the same. The Purchaser is aware and the Purchaser agrees and acknowledges that the regular wear and tear includes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship and/or structural defect. The Purchaser agrees that before any liability of defect is claimed by and/or on behalf of the Purchaser, it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Project, who shall survey and assess the same and then submit a report to the Promoter stating the defects in material used (if any) in the structure of the Apartment and/or workmanship executed.

7. The Purchaser has also examined and satisfied himself/herself/itself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the said Apartment, installation, maintenance and usage, tube-well, generator and other utilities and facilities at the Project and fire safety under the West Bengal Fire Service Act, 1950 and Rules made therein

and/or thereunder and has also acquainted himself/herself/itself and accepted and agreed to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.\

8. On and from the Possession Date/Date of Execution and/or Registration of the Deed of Conveyance, whichever is earlier, the Purchaser binds himself/herself/itself to regularly and punctually pay the following amounts and outgoings:-

i) Panchayat rates and taxes, surcharge and water tax, if any, and such as are assessed on the said Apartment, directly to the competent authority **Provided That** so long as the said Apartment is not separately assessed for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project.

ii) All other impositions, levies, cess, taxes and outgoings (including Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the said Apartment and proportionately in case the same relates to the Project, as the case may be.

iii) Electricity charges for electricity consumed in and/or relating to the said Apartment directly to the electricity supplying body or the Maintenance Agency, as the case may be.

iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Project, as may be required at any time in future) as shall be assessed on the said Apartment and demanded from time to time by the Promoter and/or upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided at the Project.

9. All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or its authorized person/agency or upon its formation, to the Association, within 7 (seven) days of each and every month for which the same becomes due and otherwise within 7 (seven) days to the Promoter or its nominee leaving its bill for and/or demanding the same at the above address of the Purchaser and the Purchaser shall keep the Promoter and the Association, upon its formation, indemnified against all losses, damages, costs, claims, demands, actions and proceedings that may arise due to non-payment and/or delay in payment thereof.

10. The apportionment of the liability of the Purchaser in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchaser in respect of the said Apartment shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Purchaser and the Purchaser shall neither be entitled to raise any dispute or objection of any nature in any manner whatsoever nor shall the Purchaser be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

11. The Purchaser shall, in case already not so done, within 3 (three) months from the date hereof apply for and obtain separate assessment of the said Apartment from the Competent Authority then the Promoter shall sign necessary papers and declarations as may be required. In case the Purchaser fails to have such separation effected, then the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Purchaser.

12. The Purchaser shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 (forty eight) hours prior notice, except in case of emergency with prior information, to enter into the said Apartment and/or any part or portion thereof for the purpose of repairing reinstating, rebuilding, cleaning, lighting and keeping in order and good condition the sewers, drains, pipes, cables, water courses, gutters, wires,

structures or other conveniences belonging to or serving or used for the said Apartment and also for the purpose of laying down, reinstating, repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the said Apartment and the Purchaser shall make good all defects, leakages and want of repairs within 7 (seven) days from the date of receiving notice in writing from the Promoter or the Association.

13. From the date of execution hereof and till the continuance of its ownership of the said Apartment, the Purchaser shall:

i) Use the said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;

ii) Use the Parking Space, if any, which is expressly allotted to the Purchaser hereunder, only for the purpose of parking of his/her own motor vehicles and/or two-wheeler vehicles, as the case may be;

iii) Use the Project Common Areas, Amenities and Facilities in common with the other Allottees and the occupiers of the Apartments in the Project and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or obnoxious materials or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.

iv) The Purchaser shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees and occupants in the Apartments of the Project or any illegal activity, as the case may be.

v) The Purchaser shall not make any additions or alterations to the said Apartment including but not limited to carrying out further constructions whether temporary or permanent in nature, nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the said Apartment or the Project and also not to decorate or paint or clad the exterior of the said Apartment otherwise than in the manner as be agreed to by the Promoter or the Association in writing.

vi) The Purchaser can install grills in windows and balcony but shall abide by the design, shape, colour, place of installation and material of Grills pre-decided by the promoter. The purchaser shall not make any additions or alterations in the said design, shape, colour, place of installation and material of Grills given by the promoter.

vii) The Purchaser shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter or the Association (including those contained in the said Sale Agreement and in these presents) or the appropriate authorities for the use and management of the Project and every part thereof and in particular the Project Common Areas, Amenities and Facilities.

14. The Purchaser further agrees and covenants with the Promoter that the Purchaser shall at all times hereafter allow and permit unhindered access and use of the common areas to the other allottees and occupiers as well as the Promoter of the Apartments in the Project.

The Promoter accordingly agrees and covenants with the Purchaser that:

- i.** the Purchaser shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities subject to the terms and conditions contained herein
- ii.** The Project Common Areas, Amenities and Facilities shall be conveyed and transferred to the Association in compliance of the Act or the Rules or Regulations or any other law from time to time and the Purchaser agrees to co-operate with the Promoter without any demand or delay to have the Project Common Areas, Amenities and Facilities transferred to the Association by attending the execution and registration of the Deeds of Transfer/Sale made in favour of the Association and bearing the proportionate cost of such transfer, as may be assessed by the Promoter or the Association or do all such acts and deeds, as may be required by the Promoter.

15. The Purchaser shall have no objection for the Promoter:-

- (a)** to carry out construction activities on the incomplete areas and common areas within the said Project;

(b) the erection of temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc. on the Project Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.

(c) The Purchaser shall not claim any damages due to any on site operations for completion of the said Project or any accident in whatsoever manner.

(d) The Purchaser shall not do any act, deed, matter or thing where by the development and completion of the said Project or incomplete areas and Apartments, in any manner whatsoever, hindered, obstructed or impaired with.

(e) The Purchaser shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.

(f) The Purchaser shall not seek partition or division or separate possession in respect of the said Apartment under any circumstances.

(g) The Purchaser shall not enclose the terrace/ balconies/utility areas under any circumstances.

AND IT IS HEREBY MUTUALLY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The properties, benefits and rights hereby conveyed unto and in favour of the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchaser shall also not claim any division or partition. It is further agreed and clarified that any transfer of the said Apartment by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchaser shall be bound to abide by the rules and regulations framed for the Project and become a member of the Association.
2. All the Apartments and other constructed areas as well as the other open and covered spaces in the Project or the Project Land, as the case may be, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Purchaser shall not claim any right or share therein in any manner whatsoever.
3. After the allotment and transfer of all the Apartments in the Project or earlier, as the case may be, the Association shall be formed and the Purchaser and the other allottees of the Project shall be the members thereof, each having voting rights therein in accordance with

the Act and the Rules and/or the Bye-laws. The Purchaser shall, alongwith the other allottees in the Project, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

4. Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Project and look after the Common Purposes **Subject However** to the Purchaser making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.
5. Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominees to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.
6. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by

the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-

i) Claim interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% per annum or 18% Per annum, whichever is higher on all the outstanding amounts.

(ii) Demand and directly realise the amounts becoming due and payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Apartment.

(iii) Withhold and stop use of all other services, utilities and facilities to the Purchaser and his family members, guests, tenants or licensees.

iv) Recover all costs including costs of litigation, lawyer fees and all other costs that may be incurred by the Promoter/Association to recover the amounts due from the Purchaser.

7. The bills for Maintenance Charges/Common Expenses, Electricity Charges and/or any other charges payable by the Purchaser to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchaser, in case the same is left in the letter box of the said Apartment.

8. The Project shall together at all times as a housing complex bear the name "GEMS TOWER" or such other name as may be decided by the Promoter from time to time and none else.

9. In the event of any provision of this Indenture of Sale is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties from any relevant competent authority, the parties shall amend the provision(s) in such reasonable manner to achieve the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Indenture of Sale and the remaining provisions of this Indenture of Sale shall remain in full force.

10. The Purchaser shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Indenture of Sale .

11. The provisions of said Sale Agreement and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.

12. The other provisions, right and obligations, covenants and representations of the Purchaser, contained in the said Sale Agreement, which are not in conflict with this Indenture of Sale , shall be treated as

part and parcel of this Indenture of Sale and shall be deemed to be incorporated in this Indenture of Sale by reference.

13. All or any dispute arising out in relation to the terms and condition of this Indenture of Sale, including the interpretation and validity of the terms hereof and respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which same shall be governed and settled by the provisions of the Arbitration and Conciliation Act, 1996. The Arbitration Proceedings shall be conducted in English and the venue of the Arbitration shall be at Kolkata. The decision of the Arbitrator constituted in accordance with the provisions of Arbitration and Conciliation Act, 1996 shall be final and binding on the Parties All common costs shall be shared equally by the Parties to this Indenture of sale.

14. Any notice, letter or communication required to be made, served or communicated by the Parties, shall be deemed to be duly made, served or communicated only if the notice, letter or communication is addressed to the Parties, at the respective address given in this Indenture of Sale.

15. The obligations of the parties to this Indenture of Sale. are subject to standard force majeure conditions (and nothing else) as set out hereunder:If at any time during the continuation of the contract, the performance in whole or in part of any obligation of either party

under the contract is prevented and/or delayed only by reason of any war, flood, earth quake, air raid or any other act of God or restriction of any authority or Government or statutory body or Court (hereinafter referred to as "Events"), neither party shall by reason of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and/or delay in performance and the performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

SCHEDULE "A"

THE SCHEDULE ABOVE REFERRED TO
(Description of the Project Land)

ALL THAT piece and parcel of land admeasuring 50 decimals, a little more or less comprised in R.S Dag No. 4702 corresponding to L.R Dag No. 4712 under R.S. Khatian No. 1076/1 corresponding to L.R. Khatian No. 3775, lying and situate at Mouza - Rasapunja, District - 24 Parganas (S), P.S. - Bishnupur, under the Rashapunja Gram Panchayet, Kolkata - 700104;

R.S. Dag Number	L.R. Dag and Khatian Number	Area (In Decima
Dag No. 4702	Dag No. 4712 in L.R Khatian Nos.3775	50
	Total	50

And butted and bounded as follows:

ON THE NORTH: Part of Dag No. 4702

ON THE SOUTH: Part of Dag No. 4702

ON THE EAST: Part of Dag No. 4701

ON THE WEST: P.W.D Khal then Bakrahat Road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

(The Owner share in the said property as mentioned in the Schedule "A")

SCHEDULE "B"

The SCHEDULE ABOVE REFERRED TO

(Description of the Said Flat)

ALL THAT residential apartment being Unit No. _____, on the ____th FLOOR containing a carpet area of _____ Sq. Ft. at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in **"RED"**

DESIGNATED CAR PARKING SPACE (IF ANY)

ALL THAT the Open/Dependent Covered/Independent Covered Parking No _____ admeasuring _____ square feet situated within the Building Complex namely **"GEMS TOWER"** at the said premises and shown in the Plan annexed hereto duly bordered thereon in **"RED"**

<p>Allottee:</p> <p>Signature _____</p> <p>Name _____</p>	<p>Promoter:</p> <p>Signature _____</p> <p>Name _____</p> <p>Owner:</p> <p>Signature _____</p> <p>Name _____</p> <p>(As a Constituted Attorney of Vendors/Developer)</p>
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SCHEDULE – “C”
SPECIFICATION FOR THE APARTMENT
EXTERNAL

1. Structure: Reinforced Concrete Cement Structure or Brick Structure
2. Finishing of external walls with cement plaster and Acrylic / cement paint.
3. All gates, internal roads and boundary as per specifications laid down by the Architect.
4. All electrical installations including transformers, switchgears, cabling, etc. as per specifications laid down by the Electrical Consultant/ Architect.
5. All Firefighting installation including reservoirs, pumps, sprinklers, pipelines as per specifications laid down by the Fire Consultant/ Architect.
6. Plumbing works including Overhead Water tanks, Water supply line, sewerage and drains.
7. All other common infrastructure including Solar Power and other renewable power generation installations as per specifications laid down by the Architect.
8. Landscaping of all common open areas as per design approved by the Architect.
9. All other works including waste management to be carried out as per the guidelines laid down by the Environment Department and such other Governments departments or as suggested by the Architect.

INTERNAL

1. Internal Walls:

- RCC 4 inches thick

2. Internal Finish:

- POP finish for the apartments
POP with paint finish for common areas

3. Flooring:

- Interiors – Vitrified Tiles or any other similar
- Entrance lobby of each Block –Vitrified Tiles or any other similar
- Floor lobby –Vitrified Tiles or any other similar
- Lift Fascia –Vitrified Tiles or any other similar

4. Kitchen:

- Counter – Granite / Marble / Stone with stainless steel sink
- Dado - Ceramic Tiles above counter or any other similar
- Electrical points for Refrigerator, Water Purifier, and Microwave

5. Toilet:

- Tiles for floor or any other similar
- Walls –Tiles on the walls
- Sanitary ware of reputed brand
- Chrome plated fittings of reputed brand

- Electrical point for geyser and exhaust fan
- Plumbing provision for Hot/Cold water line in shower

6. Doors & Windows:

- Main Door – Flush Door with laminate finish (outer side) or any other similar
- Internal Doors – Flush doors or any other similar
- Windows – Aluminium sliding windows or any other similar

7. Electricals:

- Provision for AC points
- Provision for cable TV, telephone
- Plug points in all bedrooms, living/dining, kitchen and toilets
- Concealed wiring with DB of reputed brand
- Doorbell point at the main entrance door
- Modular switches of reputed brand

8. Lifts:

- Elevators of reputed make

(All above specifications, facilities & amenities are tentative and may change as required by Architect & Developer and appropriate for the project)

SCHEDULE – “D”

SPECIFICATION, AMENITIES AND FACILITY OF THE PROJECT

“GEMS TOWER”

1. Lobby, Staircases, landings and passage with glass panels.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift of the Project GEMS TOWER.
3. Lifts with all machineries, accessories and equipment (including the lift machine room) and lift well for installing the Project GEMS TOWER.
4. Electrical Installations with the main switch and meter and space required therefore in the Project GEMS TOWER.
5. Overhead water tank with water distribution pipes from such overhead. The designated area of the Ultimate water tank connecting to the different Units of the Project GEMS TOWER.
6. Water supply system with Underground water reservoir, water pump with motor with water distribution pipes to Overhead water tanks of Buildings of the Project GEMS TOWER.
7. Landscape Area of the Project GEMS TOWER.
8. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Project GEMS TOWER and ultimately to the Main Drains.
9. DG Set, its Panels, accessories and wiring and space for installation of the same.

10. Such other areas, installations and/or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the of the Project GEMS TOWER.

SCHEDULE - "E"

(Restrictions imposed on the Purchaser).

1. The Purchaser hereby agrees, undertakes and covenants to:
 - i. permit the Promoter, Maintenance Agency and Association and their respective men, agents and workmen to enter into the said Apartment for the Common Purposes of the Project;
 - ii. deposit the amounts for various purposes as may be required by the Promoter/Maintenance Agency or the Association;
 - iii. in particular and without prejudice to the generality of the foregoing provisions not to make any form of alteration, addition, modification and/or cut or damage the beams, slabs and columns passing through the said Apartment or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

- iv.** sign and deliver to the Promoter all papers, applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Apartment from the respective service provider in the name of the Purchaser and until the same is obtained, the Promoter may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser at his/her cost upon installation of electricity sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity consumption on the basis of reading of such sub-meter and as billed by the Promoter;
- v.** Bear and pay the Common Expenses and other outgoings in respect of the said Project proportionately and the said Apartment wholly.
- vi.** Pay for gas, (if any) generator, integrated communication facilities, cable TV, Internet and other utilities consumed in or relating to the said Apartment;
- vii.** allow the other allottees the right of easements and/or quasi-easements;
- viii.** regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Panchayat Taxes or any other taxes as applicable and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- ix.** observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;
- x.** not to use the said Apartment or permit the same to be used for any purpose other than a private dwelling place of families;

- xi.** not to do or suffer any thing to be done in or about for the said Apartment which may cause or tend to cause or tantamount to cause any damage to the floors or ceiling of the said Apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- xii.** Not to demolish or cause to be demolished the said Apartment or any part thereof at any time or any of the fittings and fixtures thereof;
- xiii.** Not to make in the said Apartment any structural alterations and/or modifications of a permanent nature;
- xiv.** not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Apartment;
- xv.** not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Apartment or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the said Apartment;
- xvi.** not to put any nameplate or letter box or neon-sign or board in the Project Common Areas or on the outside wall of the Apartment save at the place as be approved or provided by the Promoter. However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Apartment;
- xvii.** not to open any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof;

xviii. not to install or fix, dish antennas or other apparatus on the exterior walls of the Apartment, save at places specified / fixed and in a manner as indicated by the Promoter;

xix. not to do or permit to be done any act, deed or thing which may render void or voidable any policy of Insurance of the said Apartment or any part of the said Project or may cause any increase in the premium payable in respect thereof;

xx. not to decorate the exterior of the said Apartment otherwise than in the manner agreed by the Promoter/ Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;

xxi. not to store or permit any one to store any goods or things and neither to deposit or permit to be deposited any garbage, dirt, rubbish or refuse or waste in or around the common passages or in any other common areas or installations;

xxii. not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments;

xxiii. not to partition or separate the said Apartment by metes and bounds;

xxiv. not to shift or obstruct any windows or lights in the said Apartment;

xxv. not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;

xxvi. not to obstruct the Promoter or its agents, employees, servants to use and enjoy common staircase and lift, elevator to do all kinds of activities at the roof of the project GEMS TOWER;

xxvii. not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchaser,(said Parking Space) if any, mentioned in the **SCHEDULE - B** hereto;

xxviii. not to let out or part with possession of the said Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a such motor cars or two-wheelers, as the case may be;

xxix. not to park any car or two-wheeler in the Project Land if the Purchaser has not acquired any Parking Space therein, and to park only one car or two-wheeler in one Parking Space and not more than one, even if there be space for more than one in the Parking Space.

SCHEDULE – “F”

(Common Expenses)

- 1. MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipment installations and accessories for common services, utilities and facilities of the Topaz project and the common facilities shared with other Gems City Projects like Main Gate, Common Road, Common land scape and other common facilities.
- 2. OPERATIONAL:** All expenses for running and operating all machineries, equipment, installations and accessories for common facilities and utilities (including generator, water pump with motor etc.).
- 3. STAFF:** The salaries of and all other expenses of the staffs to be employed for the Common Purposes (including bonus and other emoluments and benefits).
- 4. ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
- 5. TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project or any part thereof (save those assessed separately in respect of the said Bungalow).

6. **INSURANCE:** Insurance premium for insuring the Building 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 (including electricity, water, etc.) and all charges incidental thereto.

8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodical expenses.

9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature _____

Name _____

Address _____

1. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED :Owner:

Signature _____

Name _____

Address _____

(As a Constituted attorney of Owners)

Promoter:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____ Address _____

Please Affix
Photographs
and Sign across
the photograph

Please Affix
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and Sign across
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