

**THIS INDENTURE** made on this \_\_\_\_\_ day of \_\_\_\_\_ 2019, **BETWEEN 1) CHANDRA KANT PASARI**, son of the Late Shankar Lal Pasari, by Faith – Hindu, by Occupation - Businessman, by Nationality – Indian, having PAN AFWPP0438G, residing at 4A, Rainey Park, Police Station-Ballygunge, Post Office-Ballygunge, Kolkata – 700 019 as Executor and Trustee appointed by Ratan Lal Pasari, since deceased, to his Last Will and Testament dated 30<sup>th</sup> August, 2014 and **2) ABHAY PASARI**, son of the Late Ratan Lal Pasari, by Faith – Hindu, by Occupation - Businessman, by Nationality – Indian, having PAN AFVPP3447E, residing at 17, Ballygunge Park Road, Police Station- Karaya, Post Office- Ballygunge, Kolkata – 700 019, for self and as Executor and Trustee appointed by Ratan Lal Pasari, since deceased, to his Last Will and Testament dated 30<sup>th</sup> August, for self and as Executor and Trustee appointed by Ratan Lal Pasari, since deceased, to his Last Will and Testament dated 30<sup>th</sup> day of August, 2014, hereinafter jointly referred to as the **EXECUTORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors successor in office and assigns) of the **FIRST PART**;

**AND**

**1) BIMAL KUMAR PASARI**, son of the Late Moolchand Pasari, by Faith – Hindu, by Occupation - Business, by Nationality – Indian, having PAN AGHPP8409R, residing at Premises No.43, Landmark, 4<sup>th</sup> Floor, Carmicheal Road, Police Station- Gamdevi, Post Office - Gopalrao Deshmukh Marg, Mumbai - 400 026 and **2) LALIT PASARI** son of the late Moolchand Pasari, by Faith – Hindu, by Occupation - Businessman, by Nationality – Indian, having PAN AFVPP3446F, residing at Premises Old No. 4, New No. 9, Kasthuri Estate, 1<sup>st</sup> Street, Alwarpet, Post Office- E-4, Abhiramapuram, Police Station- E-4, Abhiramapuram,, Chennai-600018, both represented by their Constituted Attorney, Mr. Chandan Chatterjee/Mr. Amit Bajoria through the Power of Attorney dated 15<sup>th</sup> January, 2014 registered with the A.R.A.-III, Kolkata in Book No. IV, C.D. Volume No.1, Pages 5854-5870, Being No.00460 for the year 2014, hereinafter jointly referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART** :

**A N D**

**ASPIRATIONS HOMES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having CIN - U70102WB2010PTC153398, having PAN - AAICA8903B, having its registered office at 2C, Mahendra Road, Police Station- Bhawanipore, Post Office-Bhawanipore, Kolkata-700 025, represented by its Directors **CHANDAN CHATTERJEE**, son of the Late Sachindra Kumar Chatterjee, having DIN - 01654802, having PAN – ACRPC0270H and **AMIT BAJORIA**, son of Sreekrishna Bajoria, having DIN 00236173, having PAN AHCPB2460Q, through the Resolution of its Board of Directors passed on ....., hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **THIRD PART**:

**AND**

(1) \_\_\_\_\_, Aadhaar No. \_\_\_\_\_, having PAN \_\_\_\_\_, son of \_\_\_\_\_, residing at \_\_\_\_\_,



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

*[If the Purchaser is a company]*

(CIN No. [\_\_\_\_]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [\_\_\_\_] (PAN [\_\_\_\_]), represented by its authorized signatory, (Aadhaar No. [\_\_\_\_]) duly authorized vide board resolution dated [\_\_\_\_], hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **FOURTH PART**.

[OR]

*[If the Purchaser is a Partnership]*

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

[OR]

*[If the Purchaser is a HUF]*

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

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

**W H E R E A S :**

A. One Ratanlal Pasari, Bimal Kumar Pasari and Lalit Pasari being seized and possessed of and/or otherwise well and sufficiently entitled to in equal shares and free from all encumbrances, charges, liens, lispendense, acquisitions, requisitions,



trusts of whatsoever nature **All That** the partly two-storied and partly three-storied brick-built messuage tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Chittacks, 22 Sq. ft. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same a little more or less situate lying at and being premises No. 14, Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the southern division in the town of the then Calcutta more fully and particularly described in the **Part-II** of the **Schedule B** hereunder written (hereinafter referred to as the **said Premises**) through the devolution of title more fully and particularly described in the **Part-I** of the **Schedule B** written hereunder, by a Development Agreement dated the 7<sup>th</sup> day of November, 2013 made between the said Ratanlal Pasari, Bimal Kumar Pasari and Lalit Pasari of the First Part, Ratan Lal Pasari therein referred to as the Executor of the Second Part and Aspirations Homes Private Limited of the Third Part and registered with the Additional Registrar of Assurances I Kolkata in Book No.I, Volume No.3, Pages 552 to 609, Being No. 544, for the year 2014, the said Aspirations Homes Private Limited, the Promoter herein has agreed for development of the said Premises by construction of new building(s) in the vacant land thereat and wherever the context would permit, the refurbished heritage building on the terms and conditions therein contained.

B. The Promoter has got the Building Plan duly sanctioned from the Kolkata Municipal Corporation vide Building Permit No.201607009 dated 15<sup>th</sup> April, 2016, (hereinafter referred to as the **said Plan**) for construction of a G+15 (Ground plus Fifteen) storied building consisting of several independent residential apartments and open/covered/mechanical car parking spaces at the said Premises or part thereof (here in after referred to as the **said Project**).

C. The Purchaser(s) had applied for allotment of an apartment in the said Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and in response thereto, by an Agreement dated the ....., 20.... made between the parties hereto (hereinafter referred to as the **Agreement for Sale**) and on the terms and conditions mentioned therein the Executors/Owners/Promoter herein had agreed to sell, the Promoter herein had agreed to construct and the Purchaser(s) herein had agreed to purchase **ALL THAT the Apartment No.....**containing a carpet area of .....sq. ft. be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of .... sq.ft. more or less on the ..... **Floor** of the new building of the Project known as **ASPIRATIONS ALOFT** Together With Right to park in Open and/or Mechanical Car Parking Space being no. .... more fully and particularly described in the **Schedule A** hereunder written and pro rata common areas of \_\_\_\_ sq.ft. of the Project known as **ASPIRATIONS ALOFT** more fully and particularly described in the **Schedule C** hereunder written together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Schedule C** hereunder written to be used in common with the other Allottee(s)/Purchaser(s) and for the consideration recorded therein and other terms and conditions contained therein.

D. Subsequent to the commencement of the West Bengal Housing Industry Regulation Act, 2017, the Promoter has registered the said Project under the provisions of the said Act as and has been provided the Registration No..... on ..... by the West Bengal Housing Industry Regulatory Authority.

E. In pursuance of the said Plan the Promoter has at its own costs and expenses duly constructed, erected and completed construction of the said Project



known as **ASPIRATIONS ALOFT** comprising several independent residential Apartments and covered/open/mechanical car parking spaces thereat.

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

G. At the request of the Purchaser(s) the Executors/Vendors/Promoter have agreed to execute this Indenture in his/her/their favour.

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

- a) the title of the Executors/Vendors to the said Premises;
- b) the right of the Executors/Vendors/Promoter to sell/transfer the said Apartment;
- c) the said Plan;
- d) all the documents as recited hereinabove;
- e) the carpet area of the said Apartment and the pro rata share in the Common Areas;
- f) the area and the location of the car parking space, if any;
- g) the area and the location of open terrace, if any;
- h) the Common Facilities and Amenities of the said Project.
- i) the construction of the said Apartment has been made as per the agreed specifications, fittings and fixtures.

**NOW THIS INDENTURE WITNESSETH** as follows:

**I. DEFINITION:**

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

1.1.1 **ACT** - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted.

1.1.2 **RULES** - shall mean the West Bengal Housing Industry Regulation Rules, 2018 and/or any amendment thereto made under the West Bengal Housing Industry Regulation Act, 2017.

1.1.3 **REGULATIONS** - shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.



1.1.4 **SECTION** – shall mean a section of the Act.

1.2 All other words as defined in the **Schedule 'F'** here under or in the Agreement for Sale shall have the meaning as ascribed to them.

## II. INTERPRETATION:

2.1.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;

2.1.2 Words in singular shall include the plural and vice versa;

2.1.3 Reference to a gender includes a reference to all other genders;

2.1.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

2.1.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Deed;

2.1.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Deed;

2.1.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

1.2.8 In the event of any inconsistency between what has been stated in the Allotment Letter and/or Agreement for Sale and the clauses of this Deed, then in respect to such inconsistency and/or contradiction, the provisions of this Deed shall prevail.

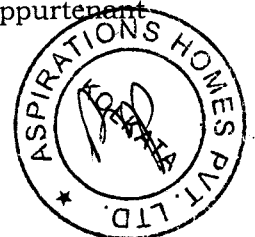
**III** In pursuance of the said agreement and in consideration of the aforesaid sum of **Rs...../- (Rupees ..... only)** of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Promoter (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment and properties appurtenant thereto) the Executors and Vendors do and each of them doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Purchaser(s) **All that** the 2BHK/3BHK/4BHK Residential **Apartment No.....** containing a carpet area of .....sq. ft. (equivalent to a built up area of .....sq. ft.) be the same a little more or less, together with exclusive balcony area of ... sq.ft., together with exclusive terrace area of .... sq.ft. more or less, if any, on the ..... **Floor** of the new building of the Project known as **ASPIRATIONS ALOFT** more fully and particularly described in the **Schedule A** here under written and delineated on the Floor Plan being



**Annexure A** hereto and bordered in colour **RED** thereon, constructed and completed as per the said Plan Together with the proportionate impartible undivided share in the land beneath the said building of the said Project attributable thereto Together With Right to Park medium size motor car(s) in one/two Open/Covered/Mechanical Car parking Space being no....., having an area of ..... sq. ft. at the Ground Level more fully and particularly described in the **Schedule A** here under written and delineated on the Plan being **Annexure B** hereto and bordered in colour ..... thereon and pro rata common areas of \_\_\_\_\_ sq.ft. of the Project more fully and particularly mentioned and described in the **Schedule C** here under written together with Right to Enjoy the Common Areas, Common Facilities and Amenities more fully and particularly mentioned and described in the **Schedule C** here under written to be used in common with the other Allottee(s)/Purchaser(s) of the said Project, (hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, amenities and facilities in common with the other Purchasers and the other lawful occupants of the said Project **AND TOGETHER WITH** all easements or quasi-easements rights more fully described in the **Schedule G** here under written and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s).

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

- a) Notwithstanding any act deed matter or thing whatsoever by the Executors/Vendors/Promoter done or executed or knowingly suffered to the contrary the Executors/Vendors /Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Executors/Vendors /Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.
- c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Executors/Vendors /Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Executors/Vendors /Promoter.
- d) The Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant



thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Executors/Vendors /Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser(s) shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Executors/Vendors or any person or persons lawfully or equitably claiming as aforesaid.

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

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

h) The Executors/Vendors /Promoter do hereby further covenant with the Purchaser(s) that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser(s) shall produce or cause to be produced to the Purchaser(s) or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also shall at the like request and costs of the Purchaser(s) deliver to the Purchaser(s) such attested or other true copies or extracts there from as the Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

**V. AND THE PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE EXECUTORS, VENDORS AND THE PROMOTER as follows:-**

a. to co-operate with the Promoter and/or the facility management agency appointed by the Promoter or the Association in the management and maintenance of the Building/said Project and other Common Purposes and formation of the Association.



b. to strictly follow and adhere, to the rules and regulations including, but not limited to, the rules, regulations and restrictions more fully described in the **Schedule E** here under written and/or the terms and conditions as may be decided by the Association with regard to the usage and timings fixed, in respect of the common areas, common facilities and amenities provided in the Project, in particular, the Fire Safety Rules and to pay for maintenance of such areas, facilities, amenities and electricity charges, as may be fixed or determined by the Association of Purchaser(s) from time to time.

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

a) From the date next to the date of making over possession of the said Apartment to the Purchaser(s), the Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings to the Association of the Purchasers, as the case may be:-

I) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to Kamarhati Municipality Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Association of the Purchasers proportionate share of all such rates and taxes assessed on the new building.

II) All other taxes including Goods and Service Tax if payable by the Association of the Purchasers, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Project as a whole and whether demanded from or payable by the Purchaser(s) or the Association, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Apartment and proportionately in case the same relates to the Project as a whole.

III) Electricity charges for electricity consumed in or relating to the Apartment to the Association of the Purchasers based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Association of the Purchasers shall be liable to pay the same to CESC Ltd.

IV) The recurring charges towards running and operation of the Generator to be calculated in the manner following:-

i) Fuel charges on the basis of the KWH meter and the applicable fuel rates;

ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.

iii) Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Association on account of major repairs, replacement etc., of such generator.

iv) Government duty at applicable rates on alternate generation of power.

V) The proportionate share of all Common Expenses (including those mentioned in the **Schedule D** hereunder written) payable to the Association of the Purchasers from time to time. In particular and without prejudice to





the generality of the foregoing, the Purchaser(s) shall pay to the Association of the Purchasers the maintenance charges calculated on actual basis. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Association of the Purchasers at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser(s).

VI) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser(s) in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay in payment of its bills).

- b) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Association from time to time for the common purposes.
- c) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser(s) shall be deemed to be the act, default or omission of the Purchaser(s).
- d) The proportionate share of the Purchaser(s) in various matters referred herein shall be such as be determined by the Association and the Purchaser(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- e) Save the said Apartment the Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments.
- f) The undivided share in the land below and underneath the Project hereby sold and transferred and attributable to the said Apartment shall always remain indivisible and impartible.
- g) The Purchaser(s) shall keep the Executors/Vendors /Promoter indemnified of from and against all actions, proceedings, damage, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Executors/Vendors /Promoter and/or the Association (upon formation) relating to the said Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Purchaser(s) or the servants / agents / licensees / invitees / visitors of the Purchaser(s) and/or any breach or non-observance by the Purchaser(s) of the Purchaser(s)'s covenants and/or any of the terms herein contained.
- h) The Purchaser(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the existing laws, rules and regulations governing such sale and transfer.

#### **VII. DEFECT LIABILITY:**

- a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the



Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of obtaining Completion Certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

b) However, it is clarified that the Defect Liability of the Promoter under the applicable statute for the time being in force shall not cover defects, damage or malfunction resulting from the following events:

(i) where the manufacturer warranty as shown by the Promoter to the Purchaser(s) ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment/Building and if the annual maintenance contracts are not done/renewed by the Purchaser(s);

(ii) regular wear and tear of the Apartment/Building excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\* C and which do not amount to structural defects and bad workmanship or structural defect;

(iii) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

(iv) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(v) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(vi) If the Purchaser after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

(vii) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.



(viii) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.

(ix) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

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

c) It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser(s) it shall be necessary to mutually appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Apartment/Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Deed.

d) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause VII hereinabove.

**THE SCHEDULE 'A' ABOVE REFERRED TO:**

**(SAID APARTMENT)**

**ALL THAT** the residential apartment situated within the Project named **ASPIRATIONS ALOFT** at Kolkata, within the jurisdiction of Ward No. 63 of Kolkata Municipal Corporation / Municipality, under P.S. Shakespeare Sarani and delineated on the plan '.....' annexed hereto and bordered in colour "YELLOW" thereon together with the exclusive right to use the adjoining open terrace/open space, if any, also delineated on the map 'B' annexed hereto and bordered in colour "YELLOW" thereon and together further with the car parking space(s), as per details given herein below;

- i) Apartment No. \_\_\_\_\_
- ii) BHK \_\_\_\_\_
- iii) Floor \_\_\_\_\_
- iv) Block being No : \_\_\_\_\_
- v) Building No. \_\_\_\_\_
- vi) Type \_\_\_\_\_
- vii) Carpet Area (which will mean the carpet area of the Said Apartment calculated in the manner provided under the relevant act(s)... \_\_\_\_\_ sft., more or less.
- viii) Area of the adjoining terrace/open space: \_\_\_\_\_ sft.
- ix) Area of the adjoining balcony: \_\_\_\_\_ sft.
- x) \_\_\_\_\_ No(s) of Open car parking space (135 sft. each more or less)



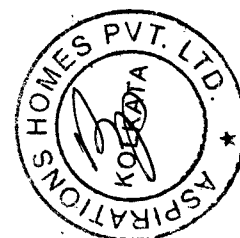
- xi) \_\_\_\_\_ No(s) of Covered car parking space (135 sft. each, more or less).  
 xii) Pro rata common areas of \_\_\_\_\_ sq.ft..

**THE SCHEDULE 'B' ABOVE REFERRED TO:**

**(PART-I)**

**(DEVOLUTION OF TITLE)**

- a) At a sale held by the Registrar, High Court, Original Side, Calcutta on the 20<sup>th</sup> day of September, 1958 pursuant to a decree passed on the 27<sup>th</sup> day of April, 1953 in Suit No. 2627 of 1950 (Gunendra Kumar Roychowdhury & Ors. -Versus- Sobha Ghosh & Anr.) and the orders dated the 16<sup>th</sup> day of August, 1956 and 13<sup>th</sup> day of August, 1958 passed therein, one Shanti Devi Pasari purchased All That the partly two-storied and partly three-storied brick-built messuage tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Chittacks, 22 Sq. ft. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same a little more or less situate lying at and being premises No. 14, Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the Southern Division in the town of the then Calcutta (hereinafter referred to as the **said Premises**).
- b) On the 2<sup>nd</sup> day of February, 1959, the Registrar, High Court, Original Side, Calcutta had issued the Sale Certificate in respect of the said sale in favour of the said Shanti Devi Pasari which was registered with the Registrar of Assurances, Calcutta.
- c) The said Shanti Devi Pasari died on the 21<sup>st</sup> day of June, 1988 after making and publishing her Last Will and Testament dated the 5<sup>th</sup> day of March, 1987, whereby and where under, she appointed Ratanlal Pasari as the Executor and gave devised and bequeathed amongst others All That the said Premises unto and in favour of Moolchand Ratanlal HUF absolutely and forever.
- d) The said Executor applied for the grant of Probate of the Last Will and Testament dated the 5<sup>th</sup> day of March, 1987 and the Hon'ble High Court at Calcutta was pleased to grant Probate thereof in P.L.A. No.182 of 2010 on the 14<sup>th</sup> day of January, 2011.
- e) Subsequent to the said Probate being granted, the Executor discovered a Codicil dated the 14<sup>th</sup> day of January, 1988 of the said deceased to the said Last Will and Testament dated the 5<sup>th</sup> day of March, 1987 whereby and where under she gave devised and bequeathed the said Premises unto and in favour of Ratanlal Pasari, Bimal Kumar Pasari and Lalit Pasari in equal shares.
- f) The Executor applied for the grant of Probate of the said Codicil dated 14<sup>th</sup> January, 1988 before the Hon'ble High Court at Calcutta.



g) The Hon'ble High Court at Calcutta was pleased to grant Probate of the said Codicil dated 14<sup>th</sup> January, 1988 in P.L.A. No.231 of 2013 on the 16<sup>th</sup> day of January, 2014.

h) The said Premises is now known as 14, Shakespeare Sarani, Kolkata.

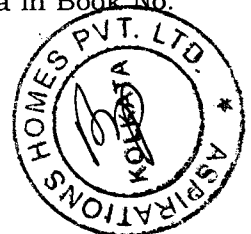
i) The existing structure of the said Premises has been declared as Heritage Building.

j) By the Development Agreement dated the 7<sup>th</sup> day of November, 2013 and registered with the Additional Registrar of Assurances I, Kolkata in Book No.I, Volume No.3, Pages 552 to 609, Being No. 544, for the year 2014, the Promoter herein has agreed for development of the said Premises by construction of new building(s) in the vacant land thereat and wherever the context would permit, the refurbished heritage building on the terms and conditions therein contained.

k) By a Deed of Assent dated 4<sup>th</sup> July, 2015 made between the said Ratanlal Pasari therein referred to as the Executor of the One Part and the said Ratanlal Pasari, Bimal Kumar Pasari and Lalit Kumar Pasari therein jointly referred to as the Beneficiaries of the Other Part and registered with the Additional District Sub-Registrar at Alipore in Book No.IV, Volume No.1605-2015, Pages 3280 to 3294, Being No.160500876 for the year 2015, the said Executor assented to the legacy of the said Premises in favour of the said beneficiaries in terms of the said Will and Codicil of Shanti Devi Pasari, since deceased.

l) By a Deed of Gift dated the 6<sup>th</sup> day of August, 2015 made between the said Bimal Kumar Pasari therein referred to as the Donor of the One Part and the said Ratan Lal Pasari the Donee herein therein referred to as the Donee of the Other Part and registered with the Assistant Registrar of Assurances II, Kolkata in Book No. I, Volume No.1902-2015, Pages 95697 to 95716, Being No.190208594 for the year 2015 the Donor therein out of his natural love and affection towards the Donee granted transferred and gifted All that the residential constructed space containing a super carpet or saleable area of 3000 sq.ft. approximately in the main Heritage Building having a total gross area of 12,032 sq.ft. approximately (wherein he has undivided one-third (1/3<sup>rd</sup>) share) constructed on the piece and parcel of land containing an area of 4207 sq.ft. be the same or a little more or less more fully and particularly mentioned and described in the Second Schedule there under written and being the front portion of the said Premises together with proportionate undivided share in the land attributable thereto together with proportionate right of enjoyment of the Common Portions and Facilities together with Easement Rights and Privileges of the said Premises, attributable and appurtenant thereto (herein after collectively referred to as the **said gifted space**) more fully and particularly mentioned and described in the Third Schedule there under written.

m) By another Deed of Gift dated 14<sup>th</sup> day of September, 2015 made between the said Ratan Lal Pasari therein referred to as the Donor of the One Part and Abhay Pasari therein referred to as the Donee of the Other Part and registered with the Assistant Registrar of Assurances II, Kolkata in Book No.



I, Volume No. 1902-2015, Pages 134295 to 134317, Being No. 190209798 for the year 2015 the Donor therein out of his natural love and affection towards the Donee granted transferred and gifted All that the said gifted space more fully and particularly mentioned and described in the Third Schedule there under written.

n) The said Ratan Lal Pasari died on 8<sup>th</sup> December, 2016 after making and publishing his Last Will and Testament dated 30<sup>th</sup> August, 2014 whereby he appointed Chandrakant Pasari and Abhoy Pasari as the joint Executors and gave devised and bequeathed his undivided share in the Premises together with construction to be erected thereon or on the part thereof by and under the terms of the said Development Agreement unto and in favour of his two sons namely Alok Pasari Beneficiary Trust and Abhay Pasari.

o) On the death of the said Ratan Lal Pasari his one/third (1/3<sup>rd</sup>) share or interest in the said Premises vested with the said Executors above named under the Section 211 of the Indian Succession Act, 1925 and therefore they have joined this Agreement along with the other Vendors.

p) An application for grant of probate of the said Last Will and Testament dated 30<sup>th</sup> August, 2014, has been filed before the Hon'ble High Court at Calcutta being PLA No. 39 of 2019.

## **PART - II**

### **(Said Premises)**

**ALL THAT** the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Cittacks, 22 Sq. ft. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same a little more or less together with a G+ 15 new building known as **ASPIRATIONS ALOFT** situate lying at and being premises No. 14, Shakespeare Sarani, formerly Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the southern division, in KMC Ward no 63 , Police Station -Shakespeare Sarani, Post Office- Shakespeare Sarani within the jurisdiction of the Registrar of Assurances, Kolkata in the town of Kolkata and butted and bounded as follows :-

<b>ON THE NORTH</b>	:	By Shakespeare Sarani
<b>ON THE EAST</b>	:	Partly by property No.16, Shakespeare Sarani.
<b>ON THE WEST</b>	:	By 12, Shakespeare Sarani
<b>ON THE SOUTH</b>	:	By 12, Shakespeare Sarani

**B) ALL THAT** the partly two-storied and partly three-storied heritage building having a total gross area of 12,032 sq.ft. approximately constructed on the piece and parcel of land containing an area of 4207 sq.ft. be the same or a little more or less being the front portion of the said premises more fully and particularly mentioned herein above.



**THE SCHEDULE 'C' ABOVE REFERRED TO:**

**(COMMON AREAS, COMMON AMENITIES AND FACILITIES OF THE PROJECT)**

**PART - I**

**(Common Areas)**

1. The entire land for the project or where the project is developed in phrases and registration under the Act is sought for a phase, the entire land for that purpose;
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
3. The common terraces and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. Installations of central services such as electricity, gas, water and sanitation, air - conditioning and incinerating, system for water conservation and renewable energy;
6. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different Apartments and from reservoir to overhead water tanks, the pump rooms and all apparatus connected with installations for common use;
7. Drains and sewers from the building or buildings to the Municipality drain;
8. Electrical installations and main switches and meters;
9. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the building;
10. Main gate and ultimate roof to the building;
11. External Walls (which includes 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments);
12. All community and commercial facilities as provided in the project;
13. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

**PART - II**



**(Common Amenities & Facilities)**

1. AC Community Hall
2. High Security with CCTV and Intercom facilities
3. Elevator Facility
4. AC Gymnasium
5. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
6. Elevator of reputed manufacturer with lift shafts and lift room
7. Staircases and landings with Marble flooring having Aluminium windows with glass panes.

**THE SCHEDULE 'D' ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. Repairing, rebuilding, repairing, improving as necessary and keeping the said project, the Building(s) and the Common Areas And Facilities and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.
2. As often as may be necessary in the opinion of the Promoter or the facility Management Company or the Association, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the said project, the Building(s) and the Common Areas, Common Amenities And Facilities and the external surfaces of all exterior doors etc. of the Building(s) and the Common Areas, Common Amenities And Facilities and decorating and coloring all such parts of the Building(s) and the Common Areas, Common Amenities And Facilities, as usually are or ought to be.
3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the said project in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the said project, the Building(s) and the Common Areas, Common Amenities And Facilities.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas, Common Amenities And Facilities.
8. Insuring any risks.
9. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter or the Association or the facility management





agency may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

10. Cleaning as necessary, the external walls and windows (not forming part of any Apartment) in/at the said project and/or the Building(s) as may be necessary as also the Common Areas, Common Amenities And Facilities, the passages, landings, staircases and all other common parts of the Building(s) and the said project as identified by the Promoter or the Facility Management Company or the Association, as the case may be.

11. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the said project, the Building(s) and the Common Areas, Common Amenities And Facilities, and providing additional lighting apparatus thereat.

12. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Common Areas, Common Amenities And Facilities and also those identified by the Promoter, if any.

13. Providing and arranging for removal of rubbish.

14. Paying at the rates, taxes, commercial surcharge, levies, duties, charges assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise. in respect of the said project and/or Building(s) and/or the Common Areas, Common Amenities And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of an end user/the occupant of any Apartment.

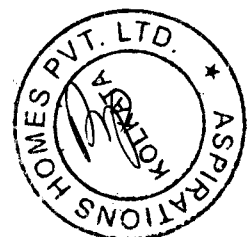
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the said project and/or the Building(s) and/or any part thereof so far as the same is not the liability of and/or attributable to an end user/occupant of a Apartment.

16. Generally managing and administering and protecting the said project, the Building(s) and the Common Areas, Common Amenities And Facilities, and for such purpose employing any contractor and enforcing the observance of the covenants on the part of the end users/occupants of any of the Apartment.

17. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the account relates.

18. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and all regulations, orders and bye-laws made there under relating to the said project and/or the Building(s) and/or the Common Areas, Common Amenities and Facilities excepting those which are the responsibility of an end user/occupier of any Apartment.

19. Administering the management of the staff and complying with all relevant statutes and regulations and orders there under and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.



20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company or the Association, as the case may be, it is reasonable to provide.
21. Charges/fees of the Facility Management Company, if any.
22. Service Charges of the Promoter till the maintenance is taken over by the Association.
23. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company or the Association, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this schedule or expected to be incurred at any time.
24. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule.

**THE SCHEDULE 'E' ABOVE REFERRED TO:  
(RULES, REGULATIONS & RESTRICTIONS)**

**Part-I**

**(COMMON AREAS MAINTENANCE & HOUSE RULES)**

- a. to use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by the Association of Purchaser(s), upon formation, in writing.
- b. to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.
- c. 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 Building/said Project.
- d. 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 grided wall or enclosure thereon or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the said car parking space or blocking by putting any articles.
- e. not to use any part of the Building/said Project or other Common Areas, Facilities and Amenities for bathing or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Purchasers.
- f. no purchaser shall make or permit any disturbing noises in the Building /said Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph



or radio or television or loud speaker or music system in such Apartment if the same shall cause disturbance or annoyance to the other occupants of the Building. No Purchaser shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.

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

h. not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

i. to ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

j. to use drills only (and not manual hammers) to drive nails into the walls of the Apartment. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Association.

k. to use or allow the said Apartment or any part thereof to be used, directly or indirectly, for any unlawful/immoral purpose and/or for/as any club, political meeting, conference, meeting place, hall, business centre, guest house, nursing home, hospital, dispensary, clinic, boarding house, eating or catering place, restaurant, amusement or entertainment centre or other such purpose, or for/as any business/professional chamber or office or place of worship and/or for any religious activities and/or manufacturing/industrial activities and/or for any commercial purposes/activities, and further shall not convert/apply for conversion of the nature/user thereof including but not limited to for any direct or indirect commercial, semi-commercial use etc., and shall used the Said Apartment only for residential purpose;

l. to ensure that all interior work of furniture, fixtures and furbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Purchaser(s).

m. to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Apartment for selling of or dealing with the products



or rendition of the services from the Apartment. As and when called upon to do so, the Purchaser(s) shall produce before the Association of the Purchasers, all such permissions and licenses and if the Association of the Purchasers is not satisfied and require of the Purchaser(s) to obtain such other or further permissions or licenses from such authorities, the Purchaser(s) shall forthwith cause to obtain such permissions or licenses.

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

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

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

q. to maintain at their own costs, the Apartment in the same good condition state and order clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, Kamarhati Municipality, CESC Ltd., and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of the lifts, Generator, water, electricity, drainage, sewerage and other installations and amenities including the Promoter's logo at the Building and to make such additions and alterations in or about or relating to the Apartment and/or the Building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Vendor/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 Vendor/Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchaser(s).



r. to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of Kamarhati Municipality and the Vendor/Promoter shall give their consent for the same.

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

t. to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places by the Association of the Purchasers, the Ministry of Environment and/or any competent authority or organization.

u. to keep the Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the Building and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser(s) do and each of them doth hereby covenant that the Purchaser(s) shall not make any form of alteration in the beams and columns passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

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

w. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building/said Project unless accompanied.

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

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

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

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



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

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

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

ee. not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Building against loss or damage by fire or policies of insurance on the Building 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 the Association of the Purchasers and to repay to the Association of the Purchasers on demand all sums paid way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Association of the Purchasers.

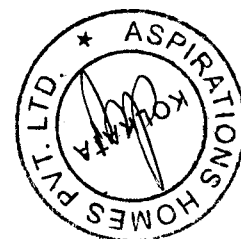
ff. not to place or take into the lifts without the prior approval of the Association of the Purchasers any baggage, furniture, heavy articles or other goods.

gg. not to play or use at the Apartment any equipment that is audible in the common parts or outside the Building.

hh. not to kill or butcher any animal within the Project or violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the Project. not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Purchaser(s) and/or occupiers of the said Project.

ii. not to injure, harm or damage the Common Areas or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.

jj. not to make any addition, alteration in the structure of the Building, internally within the Apartment or externally within the said Project and not to change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the color of the balcony/verandah, which is part of the outside color scheme of the Building / elevation, duly approved and finalized by the architect of the said Project.



kk. not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.

ll. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the verandhas, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which in the opinion of the Promoter and/or the facility management agency appointed by the Association of the Purchaser(s) differs from the colour scheme of the Building or deviation or which in the opinion of the Association of Purchaser(s) may affect the elevation in respect of the exterior walls of the said Project.

mm. not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

nn. not to use the Community Hall for weddings/religious festivals or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals and use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the flat owners of the said Project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed.

oo. not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said Project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas, if and as may be allowed by the Association of Purchaser(s) as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other Purchaser(s).

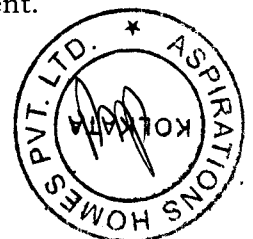
pp. not to install any window air-conditioning units along with outdoor units, anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.

qq. not to install any collapsible gate outside the main door / entrance of the said Apartment.

rr. not to partition and/or sub-divide and/or demolish and/or damage the said Apartment and/or the Car Parking Space and/or any part or portion thereof;

ss. not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

tt. not to install or keep or run any generator in the Said Apartment.



uu. not to misuse or permit to be misused the water supply to the said Apartment.

vv. not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

ww. not to pluck flowers or stems from the gardens.

xx. not to trespass or allow trespassers over lawns and green plants within the Common Areas.

yy. not to use the lifts in case of fire.

zz. not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

aaa. not to put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in/at any part or portion of the Building(s) and/or the said Project including any of the areas/facilities comprising the Common Areas And Facilities and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the said Apartment and/or the Car Parking Space and/or outside the Said Apartment provided that the Purchaser(s) may display a small and decent name-plate outside the main door of the Said Apartment at the specific space designated for the same by the Association;

bbb. not to hang from or attach to the beams or the rafters of any part of the said Apartment and/or the Building(s), any article(s) or machinery(ies) which in the opinion of the Association are heavy or may or are likely to affect or damage or endanger the construction and/or the structure and/or stability of the Building(s) or any part thereof, such opinion of the Promoter being final and binding on the Purchaser(s);

ccc. not to affix or draw any wires, cables, pipes etc. from or to or through any of the common portions or outside walls of the Building(s) or other parts or portions of the Said Project including but not limited to the other Apartments without the prior written approval of the Association, as the case may be;

ddd. not to affix or install or attach or hang any antenna/aerial/satellite dishes on the ultimate roof of the Building(s) and/or the Balcony(ies)/Deck(s)/Verandah(s) and/or the Open Terrace Area that may be a part of any Apartment and/or its windows and/or to/from any part or portion of the Building(s) and/or the Said Apartment and/or the Car Parking Space;

eee. not to do or execute or permit to be done or executed any act, deed or thing which may hurt, injure or cause provocation of the sentiments and/or feelings (religious or otherwise) of any of the occupiers of the Apartments/the End Users and/or cause disharmony amongst them, and further shall not slaughter or permit to be slaughtered any living animals at/within any part of portion of the Said Apartment and/or the Car Parking Space and/or the Building(s) and/or the Said Project on any religious occasion or otherwise;





fff. not to affix or change or alter the design or the place of the grills, the window(s) or the main door of the Said Apartment or make or alter or change or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s) fittings, fixtures etc. in/serving any part or portion of the Said Apartment and the Car Parking Space and/or the Building(s) and/or the Said Project, and furthermore shall not make any encroachment(s) or easement(s) in/upon any part or portion of the Said Apartment and/or the Car Parking Space and/or the Building(s) and/or the Said Project;

ggg. not to make and/or carry out any addition, alteration and/or modification and/or improvements of any nature whatsoever or howsoever, structural or otherwise in/to or about the Said Apartment and/or the Car Parking Space including to the beams, columns, partition walls, load bearing walls save in accordance with the then existing statutory building regulations, and further subject to prior written permission therefor having been taken from the appropriate authorities as also from the Promoter and/or the facility management agency appointed by the Promoter and/or the association, as the case may be, and further shall not withdraw any support;

hhh. not to do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Said Apartment and/or any of the Apartments and/or the Building(s) or cause the premium for the insurance to be increased, and further shall obtain and keep renewed at his/her/their/its own cost and expense, a comprehensive insurance coverage/policy in respect of the Said Apartment;

iii. not to tamper, alter or change or cause or permit any tampering or alteration or change in/of/to the electrical points at any part or portion of the said Apartment including but not limited to the Balcony(ies)/Deck(s)/Verandah(s), and further shall avoid any overloading of the electrical points;

jjj. not to park or allow any vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at the Building(s) and/or the Said Project and/or at any other portions of/at the Building(s) and/or the Said Project save and except at the Car Parking Space, and to use the passages(s), pathway(s), open spaces etc. only in the manner as may be determined by the Promoter;

kkk. not to claim any right to use any vehicle parking space and/or to park vehicles at any part or portion of the Building(s) and/or Said Project unless specific written permission is granted by the Promoter;

lll. not to commit breach or violate such rules and regulations as may be made applicable by the Promoter and/or the facility management agency appointed by the Promoter or the Association, as the case may be;

mmm. not to obstruct any of the End Users and/or lawful occupiers of the other Apartments to use and enjoy any of the common areas, facilities and amenities;

nnn. not to allow or use any cable, internet or other service providers save and except those service providers whom the Promoter and/or the facility management agency appointed by the Promoter or the Association, as the case may be, may have selected or engaged;



ooo. not to raise any objection to the cooking/bringing in of any non-vegetarian items/food into/at any part or portion of the Building(s) and/or the said Project and/or to the keeping/raising of any pets by any of the users/occupiers of the several Apartments;

ppp. not to make/permit any changes in/to any of the entrance lobbies of the Building(s) and/or the entrance of/to the Said Apartment including but not limited to by changing/replacing the main door, installing any collapsible gate and/or shutter etc.;

qqq. not to use or permit to be used the lifts for the purpose of carting pets, any furniture, fixtures, equipments, articles etc.;

rrr. not to amalgamate/join/consolidate/connect the said Apartment with any other Apartment and/or any other space and/or area within the Building(s) in any manner whatsoever or howsoever even if the Purchaser(s) has been allotted by way of a written instrument any further/other Apartments and/or spaces/areas which are adjacent to and/or adjoining the said Apartment;

sss. not to do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the construction and/or the development and/or the completion and/or the transfer/alienation of any part or portion of the Said Project in any manner whatsoever including but not limited to the Building(s) and/or any further and/or additional constructions, alterations etc. at/to the Said Project and/or the Building(s) and the works related thereto, notwithstanding any disruption/hindrance in the enjoyment of the Said Apartment And Properties Appurtenant Thereto by the Allottee and/or any variation/diminishment in the undivided proportionate impartible indivisible variable share (attributable and/or allocable to the Said Apartment) in the leasehold interest in the land comprised in the Said Project and the Common Areas and Facilities as stipulated in these presents;

ttt. not to at any time make or claim partition or division on any ground whatsoever of any part or portion of any of the areas/portions comprising the Common Areas And Facilities and/or the Said Apartment and/or the Building(s) and/or the Said Project;

uuu. not to block any area(s) and/or passage(s) including those comprising the Common Areas And Facilities;

vvv. not to claim any right of user or common use or any other right of any nature whatsoever over/in respect of any part or portion any of the areas which are under the exclusive control and/or use and/or possession of the Promoter, who shall be entitled to dispose of and/or deal with the same in such a manner and in lieu of such consideration as the Promoter may deem fit and proper;

www. not to permit any driver, domestic help, servants, staff, etc. and/or any other person employed by the Allottee to sleep and/or squat and/or loiter around in/at any part or portion of the Building(s) and/or the Said Project;

xxx. not to form with the other users, occupiers etc. of the several units/areas/spaces Apartments comprising the Building(s) any association and



further shall not become a member of any association and/or association of persons and/or firm and/or any entity for any purpose/matter related/pertaining directly and/or indirectly to the Building(s) and/or the Said Project and/or for the purpose of maintenance, management, upkeep etc. of the Building(s) and/or the Said Project, and if any such organization/company/firm/association/other entity etc., be formed, the same shall not be recognized by the Promoter;

yyy. not to obstruct or use the lobbies, entrances and stairways of the Building(s) for any purpose other than ingress to and egress from the Said Apartment in the Building(s);

zzz. not to use the water-closets and other water apparatus in the Building(s) for any purpose other than those for which the same were constructed, and shall not throw into the same, any sweepings, rubbish, rags or any other article. Any damage resulting from misuse of a water-closet or apparatus shall be paid for by the End User in whose Apartment it shall have been caused;

aaaa. not to use drills in the kitchen or toilet without the supervision of the representative of the Promoter and/or the facility management agency appointed by the Promoter or the Association, as the case may be, it being clarified that only drills can be used to drive nails into the walls of the Said Apartment;

bbbb. not to remove the grouting in the toilet and kitchen, so as to avoid clogging of the pipelines and/or sewerage lines;

cccc. not to send any employee of the Promoter and/or the Association and/or the Facility Management Company on any private business or personal errand;

dddd. not to carry out or permit or allow any games or sporting activities at any part or portion of the Project;

eeee. not to cook or permit cooking in the common areas, parking spaces and servants quarter except the place(s) designated for the same by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association, as the case may be;

ffff. not to damage any common property, which would be penalized by compensation of the actual amount for repair/replacement;

gggg. not to disturb and/or uninstall ever in future the logo "**ASPIRATIONS ALOFT**" placed on the main entrance gate and the ultimate roof or any other place of any Building and to maintain the same in proper order and manner.

hhhh. No Purchaser(s)/Occupier shall make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers. No occupier shall use any loud speaker in the Apartment if the same shall disturb or annoy other occupants of the Project.

iiii. Each Purchaser shall keep his/her/their Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.



jjjj. No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or placed upon the window grills of the Building of the said Project. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter /Association/Facility Management Agency.

kkkk. No shades awning, window guards, ventilators or air conditioning devices shall be used in or about the Buildings of the Project excepting such as shall have been approved by the Promoter /Association/Facility Management Agency.

llll. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Project except such, as shall have been approved by the Promoter /Association/Facility Management Agency, nor shall anything be projected out of any window of the Project without similar approval.

mmmm. Water closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water closets or apparatus shall be paid for by the Apartment-owner in whose apartment it shall have been caused.

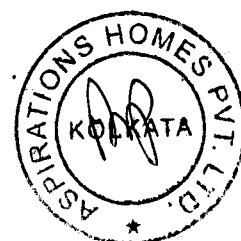
nnnn. No television aerial shall be attached to or hung from the exterior of the Apartment.

oooo. No vehicle belonging to a Purchaser or to a member of the family or guest, tenant or employee of the Purchaser(s) shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project by another vehicle.

## **Part-II**

### **(FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system.
3. Read the operating instructions of the body of the Fire Extinguishers provided on your floor.
4. Know the assembly area and the location of the fire fighting equipments installed outside your Apartment in your building.
5. Dispose of unwanted items from your Apartment. These things may act as fuel to the fire.
6. Do not use Terylene, Nylon, Polyester doth in the kitchen nor wear cifton/nylon sarees/dress and preferably use an apron while cooking.
7. Keep Corridors, walk ways or passage ways free of obstruction.
8. Install Fire equipment at proper place inside your Apartment.



9. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
10. Must readily have the Fire Station and Police Station telephone nos.
11. Ultimate Roof Door should be kept open at all times.
12. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
13. Air-conditioner systems is to be maintained properly to avoid fires.
14. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
15. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipments;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches, lighter;
  - (vii) LPG Cylinder Leakage.
16. To use ISI standard equipments and cables.
17. To immediately replace faulty electrical items.
18. Switch off electrical points when not in use.
19. Guard live electrical parts.
20. Switch off at the socket before removing plug.

**THE SCHEDULE 'F' ABOVE REFERRED TO:**  
**(OTHER DEFINITIONS)**

For the purpose of this Agreement for Sale, all words used herein shall have the same meaning, if defined in the Act or the Rules and unless the context otherwise requires-



**ASSOCIATION** : shall mean an Association of Purchaser(s) in the said Project to be formed by the Promoter under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

**NEW BUILDING** - shall mean the G+15 new building constructed at the said Premises containing several independent and self contained residential apartments, parking spaces and other constructed areas, the complex being named **ASPIRATIONS ALOFT**.

**SAID PROJECT** – shall mean the development of the said Premises by construction of new building thereat consisting of several residential apartments with open areas and the car parking spaces whether open or covered and the Common Areas, Common Facilities and Amenities and all development works constructed, erected and completed by the Promoter on the land comprised in the said Premises or on the part thereof and known as **ASPIRATIONS ALOFT** together with all easement rights and appurtenances belonging thereto.

**SAID PREMISES** – shall mean All that the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Chittacks, 22 Sq. ft. (on actual measurement containing an area of 1 Bigha 9 Cottahs 2 Chittacks 40 Sq. ft. be the same a little more or less) situate lying at and being Premises No. 14, Shakespeare Sarani, Police Station- Shakespeare Sarani, Kolkata more fully and particularly mentioned and described in the **Schedule B** hereto.

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

**SAID APARTMENT** – shall mean ALL THAT the **Apartment No.....** containing a carpet area of ..... sq. ft. a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of .... Sq.ft. more or less on the ..... **Floor** of the new building constructed and completed and more fully and particularly described in the **Schedule A** hereto Together with the said Share Together With Right to park in Open/Covered/Mechanical Car Parking Space being no. .... more fully and particularly described in the **Schedule A** hereunder written together with pro rata common area of \_\_\_\_ sq.ft. of the Project known as "**ASPIRATIONS ALOFT**" more fully and particularly mentioned and described in the **Schedule C** hereto to be used in common with the other Purchaser(s) Together with right to enjoy the Common Facilities and Amenities of the Project more fully and particularly mentioned and described in the **Schedule C** hereto to be used in common with the other Purchaser(s).

**(THE SCHEDULE 'G' ABOVE REFERRED TO:**

**(EASEMENT RIGHTS)**

- i. The Purchaser(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel

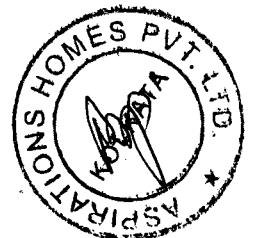


thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.

- ii. The right of access and passage in common with the Association and/or the Purchaser(s) and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Project.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved ad provided always and it is hereby declared that nothing herein contained shall permit the Purchaser(s) or any person deriving title under the Purchaser(s) or the servants, agents, employees and invitees of the Purchaser(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Purchaser(s) and the Association along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Project so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Purchaser(s) to enter from time to time upon the other parts of the Building(s) and the Project for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Purchaser(s) and occupiers of the other spaces and portion of the Building(s).

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

SIGNED AND DELIVERED BY THE WITHIN NAMED EXECUTORS: Please affix photograph and sign across the photograph



(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE  
WITHIN NAMED VENDORS:

Please affix  
photograph and  
sign across the  
photograph

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_

SIGNED AND DELIVERED BY THE  
WITHIN NAMED PROMOTER:

Please affix  
photograph and  
sign across the  
photograph

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_





SIGNED AND DELIVERED BY THE  
WITHIN NAMED PURCHASER(S):

Please affix  
photograph and  
sign across the  
photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

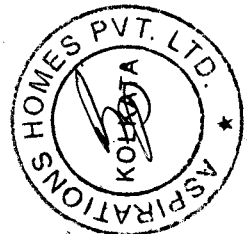
Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

1. Signature



Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

**RECEIVED** of and from the within named Purchaser(s) the within-mentioned sum of Rs...../- (Rupees ..... only) being the full payment of the total Consideration of the Apartment as per Memo below:



**MEMO OF CONSIDERATION**

CHEQUE NO	DATE	BANK/BRANCH	AMOUNT

**(RUPEES ..... ONLY).**

**WITNESSES:**

