

THIS INDENTURE made this the ____ day of _____
Two Thousand Eighteen **BETWEEN (1) SMT. IRA SARKAR**, widow of the Late
Dinendra Nath Sarkar, residing at 29B, Lansdowne Place, Kolkata-700 029,
having PAN _____, **(2) SMT. KRISHNA DAS**, wife of Swapan Kumar
Das, residing at 100/4, Alipore Road, Kolkata-700 027, having PAN
_____, and **(3) SMT. SUKLA DAS**, wife of Anjan Das, residing at 29B,
Lansdowne Place, Kolkata-700 029, having PAN _____, all represented
by their lawfully Constituted Attorneys **Mr. Chandan Chatterjee**, son of the
Late S.K. Chatterjee, of 2/2A, Mahendra Road, Police Station-Bhowanipore,
Kolkata-700 025 and **Mr. Amit Bajoria**, son of Srikrishna Bajoria residing at



7C, Priyanath Mullick Road, Kolkata-700 025,, hereinafter jointly referred to as the **OWNERS** (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 **ONE PART AND M/S. PRESIDENCY NIRMAN PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956, having CIN U45400WB2007PTC117246 and PAN AAACP3360R and having its registered office at 2C, Mahendra Road, Kolkata-700 025, hereinafter referred to as the **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest and assigns) of the **SECOND PART**

AND

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

[If the Purchaser is a company]

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



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

[OR]

[If the Purchaser is a Partnership]

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

[OR]

[If the Purchaser is a HUF]

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

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

WHEREAS:

A. One Mahesh Chandra Pramanik was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel



of land measuring about 1 Bigha 1 Cottah 3 Chittaks lying situated at Division-VI, Sub-Division 'P' Dihi Punchannagram, Khash Mahal, Holding No.156 (formerly 58) being Premises No.17, Lansdowne Place (formerly 27, Hazra Lane), Police Station-Tollygunge, District 24-Parganas (hereinafter referred to as the **said mother land**).

B. The said Mahesh Chandra Pramanik who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his only son Rishikesh Pramanik as his only his legal heir and legal representative who upon his death became entitled to All That the **said mother land**.

C. The said Rishikesh Pramanik who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate in the year of 1904 leaving behind him surviving his widow Smt. Brajendramoyee Dassi and only daughter Smt. Sakambari Dassi as his only his legal heiresses and legal representative who upon his death jointly became entitled to All That the **said mother land**.

D. By a registered Bengali Kobala (Deed of Conveyance) dated the 15th December, 1911 made between the said Brajendramoyee Dassi therein referred to as the Developer of the One Part and one Bijoy Krishna Basu therein referred to as the Purchaser of the Other Part, the Developer therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land measuring about 12 Cottahs 14.5 Chittaks be the same a little more or less being portion of the said mother land (hereinafter referred to as the **Said Land**).



E. The said Bijoy Krishna Basu duly mutated his name in the record of the concerned municipal corporation in respect of the said land and got new holding no. 156B.

F. By a Bengali Kobala (Deed of Conveyance) dated the 28th Agrahayan, 1351 corresponding to 14th December, 1944 made between the said Bijoy Krishna Basu therein referred to as the Developer of the One Part and one Dinendra Nath Sarkar therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar in Book No. I, Volume No. 95, Pages 130 to 136, Being No. 4103 for the year 1944 the Developer therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the **said land**.

G. The said Dinendra Nath Sarkar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 7th December, 2003 leaving behind him surviving his widow Smt. Ira Sarkar and two daughters namely Smt. Krishna Das and Smt. Sukla Das as his only his legal heiresses and legal representative who upon his death jointly became entitled to All That the **said land**.

H. Thus the said Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said land containing an area of 12 Cottahs 14.5 Chittaks be the same a little more or less being Premises No.17, Lansdowne Place, Police Station-Lake, Kolkata- 700 029.

I. The Developer/Promoter has obtained a building plan duly sanctioned in the names of the Owners from the Kolkata Municipal Corporation bearing



Building Permit No. 2011080104 dated the 25.10.2011 for construction of a ground plus twelve storied building on the said land.

J. By a Development Agreement dated the 12th Day of November Two Thousand Eight, made between the Owners herein therein jointly referred to as the Owners of the One Part and the Developer/Promoter herein therein referred to as the Developer of the Other Part and registered at the office of _____, in Book No. I, CD Volume No. __, Pages _____ to _____, Being No. _____ for the year _____, the Owners therein had appointed the Developer to develop and to commercially exploit All That the said land on the terms and conditions recorded therein.

K. In pursuance of the said sanctioned plan, the Developer/Promoter has at its own costs and expenses duly constructed, erected and completed construction of the ground plus twelve storied Building known as "_____" containing independent apartments/units, open/covered car parking spaces and constructed spaces at the said land or on the part thereof.

L. By an Agreement dated the _____, 20__, made between the parties hereto and on the terms and conditions mentioned therein the Owners and Developer/Promoter herein had agreed to sell and the Purchaser(s) herein had agreed to purchase shall mean ALL THAT the **Apartment No.....**containing a carpet area ofsq. 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 and pro rata common areas of _____ sq.ft. of the Project known as **ASPIRATIONS CELESTA** presently under construction more fully and particularly described in the **Part-I** of the **Second Schedule** and **Part -I** of the **Third Schedule** respectively hereunder written Together with the said Share Together With a Covered Car parking Space being no.... **OR** Together With Right to park in Open Car Parking Space being



no..... more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part - II** of the **Third Schedule** hereunder written to be used in common with the other Allottee(s) at and for the consideration of **Rs. _____/- (Rupees _____ only)** excluding GST as applicable thereon and other terms and conditions contained therein.

M. The Developer/Promoter has registered the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.

N. The Developer/Promoter has since obtained the Completion Certificate dated the _____ issued by the Kolkata Municipal Corporation under Rules 28 of the Kolkata Municipal Corporation Building Rules, 2009 in connection to the Building Plan sanction vide being Building Permit No. 2011080104 dated the 25.10.2011.

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

- a) the title of the Vendors to the said Premises;
- b) the right of the Vendors to sell/transfer the said Apartment;
- c) the said Plan;
- d) all the documents as recited hercinabove;
- 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.

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

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata 700 001 appointed by the Developer, inter alia, for preparation of this Indenture for transfer of the Apartment in the Complex.

ARCHITECT - shall mean Anjan Ukil of P-523, Raja Basanta Roy Road, Kolkata - 700 029 and/or any such person or persons who may be appointed by the Promoter as the Architect for the said Project.

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

BUILDING /NEW BUILDING- shall mean the new buildings under construction at the said Premises for the time being, the complex being named **ASPIRATIONS CELESTA** containing several independent and self contained residential apartments, parking spaces and other constructed areas.



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

(h) **BOOKING AMOUNT**- shall mean 10% of the Consideration for the Apartment which includes the Application Money plus GST;

(i) **CANCELLATION CHARGES**- shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque;

(j) **CARPET AREA**- shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee.



- (k) **COMMON AREAS**- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written.
- (l) **COMMON FACILITIES AND AMENITIES**: shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder.
- (m) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s).
- (n) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.
- (o) **PLAN** -shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No. 2011080104 dated the 25.10.2011 for construction of the Ground plus Twelve (G+12) building consisting of self contained independent residential apartments and the car parking spaces



whether open or covered within the said Project (defined herein below) and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof to be known as **ASPIRATIONS CELSTA** and wherever the context so permits or intends shall include a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, and any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

(p) **PROJECT** - shall mean the residential building complex to be known as **ASPIRATIONS CELESTA** comprising of one Ground plus Twelve (G+12) with a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, consisting of self contained independent apartments and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Promoters in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.

CO-TRANSFEREES - shall mean all the buyers/owners who for the time being have either completed the purchase of any Apartment/Unit or have agreed to purchase any Apartment/Unit in the Complex and have taken possession of such Unit and for all unsold Apartment/Unit, the Developer.

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



PLAN - shall mean the plan sanctioned by Kolkata Municipal Corporation being Building Permit No. 2011080104 dated the 25.10.2011 for construction of the Complex comprising of a ground plus twelve storied building consisting of self contained independent apartments and the car parking spaces whether open or covered within the Complex and the Common Areas and Common Facilities and Amenities thereto upon the said Land or on the part thereof to be known as "**ASPIRATIONS CELESTA**".

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built-up area of the said Apartment may bear to the built-up area of all the Apartments in the Complex **PROVIDED THAT** where it refers to the share of any Purchaser or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis of built-up area of all the apartments, on which such rates and/or taxes are being respectively levied.

SAID LAND/PREMISES - shall mean All That the piece and parcel of land containing an area of 12 Cottahs 14.5 Chittacks be the same a little more or less situate lying at and being Premises No. 17, Lansdowne Place, Police Station-Lake (formerly Tollygunge), Ward No. 85, Kolkata-700 029, District South 24 Parganas, more fully and particularly mentioned and described in the **First Schedule** hereunder written.

SAID APARTMENT - shall mean ALL THAT the **Apartment No.....**containing a carpet area ofsq. 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 and pro rata common areas of ____ sq.ft. of the Project known as **ASPIRATIONS CELESTA** more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together



with the said Share Together With a Covered Car parking Space being no....
OR Together With Right to park in Open Car Parking Space being no.....
more fully and particularly described in the **Part-I** of the **Second Schedule**
hereunder written together with right to enjoy the Common Facilities and
Amenities more fully and particularly mentioned and described in the **Part - II**
of the **Third Schedule** hereunder written to be used in common with the other
Allottee(s).

SPECIFICATION- shall mean the specification for the said Complex as
mentioned in the **Part-II** of the **SECOND SCHEDULE** hereunder written
subject to the alterations or modifications as may be suggested or approved by
the Architect.

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

NOW THIS INDENTURE WITNESSETH that in pursuant of the said
agreement and in total 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
Developer/Promoter (the receipt whereof the Developer/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) the Owners do and each of them doth
hereby grant, transfer, convey, assign and assure and the Developer/Promoter
doth hereby confirm and assure unto and in favour of the Purchaser(s) **All**
that the Unit being **Apartment No. _____** containing carpet area of
_____ square feet, together with adjoining exclusive balcony area of ...
sq.ft., and adjoining exclusive terrace area of ... Sq.ft. more or less, as



applicable, on the ____ floor in the new building of the Project known as '**ASPIRATIONS CELESTA**' more fully mentioned in the **Part-I** of the **Second Schedule** hereunder written and shown and delineated in the map or plan annexed hereto, being **Annexure "A"** duly bordered in colour **RED** thereon and together with the right of parking of ____ car in the **open/covered** car parking space **being No. ____** containing an area of ____ **Sq.ft.**, be the same a little more or less, at the ground floor level of the Complex, more fully and particularly described in **Part-I** of the **Second Schedule** hereunder written and shown and delineated in the map or plan annexed hereto, being **Annexure "B"** duly bordered in colour **GREEN** thereon and Together With proportionate undivided indivisible variable pro rata share in the common areas of the said Project more fully mentioned in the **Part -I** of the **Third Schedule** hereto Together With a Covered Car parking Space being no.... **AND/OR** Together With Right to park in Open Car Parking Space being no..... more fully mentioned in the **Part-I** of the **Second Schedule** written here under and right to enjoy common amenities and facilities of the Project more fully mentioned in the **Part -II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other allottees (hereinafter collectively referred to as the "**said Apartment**") absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, facilities and amenities in common with the Owners/Developer, Co-Transferees and the other Owners and the other lawful occupants of the Complex **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment thereto **TO HAVE AND TO HOLD** the said Apartment thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s).



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

a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Developer done or executed or knowingly suffered to the contrary the Owners/Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment 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 Owners/Developer now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

c) The said Apartment 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 Owners/Developer or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Developer.

d) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.



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

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

g) The Owners have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Apartment 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 Owners/Developer do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to 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 land and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts



therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

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

a) to co-operate with the Maintenance In charge in the management and maintenance of the Complex and other Common Purposes and formation of the Association.

b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Complex and in particular the Common Areas, Facilities and Amenities and other common purposes.

c) to use the Apartment only for residential purpose in a decent and respectable manner and for no other purpose.

d) unless the right of parking motor car is expressly granted and mentioned in the Second Schedule hereunder written, the Purchaser shall not park any motor car or any other vehicle at any place in the Complex and if the right to park car is so expressly granted and mentioned in the Second Schedule the Purchasers shall use the Car Parking Space only for the purpose of parking of their medium sized motor car.

e) not to keep in the car parking space anything other than private motor car and shall not raise or put up any kutchha or pucca structure grilled wall or



enclosure thereon or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the car parking space or blocking by putting any articles.

f) not to use any part of the Complex or other Common Areas, Facilities and Amenities for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-transferrees.

g) to use the Common Areas and Installations only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.

h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the Complex.

i) not to claim any right whatsoever or howsoever over any other Apartment or portion in the Building Block/Complex save the Apartment.

j) not to make or permit to make any disturbing noises in the Complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other co-transferrees. 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 Block. No Purchaser shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.



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

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

m) not to alter the outer elevation of the Building Block or any part thereof nor decorate the exterior of the Building Block otherwise than in the manner agreed by the Maintenance in-charge in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times the Developer's logo at the main gate of the Complex.

n) 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, Facilities and Amenities or in any other portion of the Complex nor into lavatories, cisterns, water or soil pipes serving the Building Block nor allow or permit any other Co-transferee to do so.

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



p) to keep the Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building Block in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the Building Block 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 doth hereby covenant that the Purchaser 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.

q) not to let out transfer or part with 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 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 Building Block/Complex and none else.

r) 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.

s) maintain at their own costs, the Apartment in the same good condition state and order - clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, Rajpur-Sonarpur Municipality, Kolkata Metropolitan Development Authority, WBSEDC 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, common electricity, drainage, sewerage and other installations and amenities including the Developer's logo at the Complex and to make such additions and alterations in or about or relating to the Apartment and/or the New Building as be required to be carried out by them or any of them, independently or in common with the other Co-transferors as the case may be without holding the Owners/Developer 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 Owners/Developer 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.

t) to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of Rajpur-Sonarapur Municipality and the Owners/Developer shall give their consent for the same.

u) 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.

v) 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 Maintenance In-charge, the Ministry of Environment and/or any competent authority or organization.



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

x) 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 Building Block/Complex any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Maintenance-In-Charge.

y) not to change or in any way, vary the frontage or the entrance door of the Apartment approved by the Owners/Developer or Maintenance-In-Charge 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 Owners/Developer or Maintenance-In-Charge, which shall not to be unreasonably withheld.

z) 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 Maintenance-In-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the Building Block/Complex.

aa) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Complex or the Apartment against loss or damage by fire or policies of insurance on the New Building or the Apartment against loss or damage by fire or other risks may be rendered void or violable or



whereby the rate of premium thereon may be increased and to make good all damage suffered by Maintenance in-charge and to repay to Maintenance in-charge on demand all sums paid by Maintenance-In-Charge by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of Maintenance-In-Charge.

bb) if required under the applicable laws, 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 Maintenance In-charge on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-Indemnity Clause and if the Purchaser at any time fails to keep the Apartment insured as aforesaid, Maintenance-In-Charge may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Purchaser to Maintenance-In-Charge. Maintenance-In-Charge and/or the respective holders of areas in rest of the building shall insure their respective areas such policy shall include similar cross indemnity clause covering the Purchaser for similar risks from the third party liabilities arising from the other parts of the Complex.

cc) to be solely responsible for all their equipment and other property at the Apartment.

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



cc) 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 shall produce before the Maintenance In-charge, all such permissions and licenses and if the Maintenance In-charge is not satisfied and require of the Purchaser to obtain such other or further permissions or licenses from such authorities, the Purchaser shall forthwith cause to obtain such permissions or licenses.

ff) to permit the Developer or Maintenance in-charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and without previous notice in writing to the Purchaser to enter upon the Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining Apartment of all defects, decays and want of repairs there found.

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

hh) to operate the cooling or ventilation equipment in the Apartment in accordance with the regulation made by the Developer or Maintenance in-charge from time to time.

ii) not to play or use at the Apartment any equipment that is audible in the common parts or outside the Building Block/Complex.

jj) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the Complex.



kk) If any dispute relating to the Apartment arises by and between the Purchasers and the other occupiers of the other parts of the Building Block/Complex such disputes and differences shall be adjudicated by the Owners/Developer or the Maintenance-In-Charge alone whose decision shall be final and binding.

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

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

nn) From the date of execution of this Indenture the Purchaser shall bear, pay and discharge exclusively the following expenses and outgoings :-

i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to Rajpur-Sonarpur Municipality Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer or Maintenance-In-Charge proportionate share of all such rates and taxes assessed on the Complex.

ii) All other taxes including service tax if payable by the Maintenance-In-Charge, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Complex as a whole and whether demanded from or payable by the Purchaser or the Developer or Maintenance in-charge, the same shall be paid by the



Purchaser wholly in case the same relates to the Apartment and proportionately in case the same relates to the Complex as a whole.

iii) Electricity charges for electricity consumed in or relating to the Apartment to the Developer or the Maintenance-In-Charge based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Developer or the Maintenance-In-Charge shall be liable to pay the same to WBSEDC Ltd.

iv) Transmission loss charges for electricity required to be paid or incurred by the Developer or Maintenance in-charge proportionately. The said charges would be calculated and/or decided by the Developer or Maintenance-In-Charge and the decision of the Developer or Maintenance-In-Charge shall be final and binding on the Purchaser.

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

- Fuel charges on the basis of the KWH meter and the applicable fuel rates;
- Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.
- Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Developer or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator.
- Government duty at applicable rates on alternate generation of power.



vi) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Developer or the Maintenance-In-Charge on account of major repairs, replacement etc., of such Generator etc.;

vii) The proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Developer or the Maintenance in-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Developer or the Maintenance-In-Charge the maintenance charges calculated on actual basis per square feet per month of the Super Built-up Area of the Apartment. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Developer or the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser.

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

mm) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Owners/Developer or the Maintenance in-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left, in the Apartment or



in the letter box in the ground floor of the Building Block earmarked for the Apartment.

nn) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser shall be deemed to be the act, default or omission of the Purchaser.

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

pp) not to disturb and/or uninstall ever in future the Developer's logo "VINAYAK" placed on the main gate and the ultimate roof of the new building at the said land and to maintain the same in proper order and manner.

qq) not to raise any objection if the Developer may extend the Project to any contiguous land in any side in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall or may be part of a common integrated development.

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

a) If before formation of the Association, any dispute relating to the said Apartment arises by and between the Purchaser and the other occupiers of the other parts of the Complex such disputes and differences shall be adjudicated by the Developer alone whose decision shall be final and binding. The Developer might authorize the Maintenance-In-Charge to solve the said



dispute. After the Association is formed, the same should be adjudicated by the Association alone.

b) Until the expiry of three months of a notice in writing given by the Developer to the Purchaser and the other co-transferees to take over charge of the acts relating to common purposes, the Developer shall be the Maintenance-In-Charge and look after the common purposes and the Purchaser undertake to regularly and punctually pay to the Developer or its nominee the maintenance charges and other amounts payable by the Purchaser herein.

c) So long the Developer is the Maintenance-In-Charge, the Purchaser shall not hold the Maintenance-In-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In-charge in its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Developer responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser as well as the Association shall remain liable to indemnify and keep indemnified the Developer for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser and/or the Association.

d) The notice contemplated hereinabove may be given by the Developer at its sole discretion upon transfer of all the Apartments in the Complex to the Co-transferees or, earlier, and immediately upon receipt of such notice, the Purchaser along with the other Co-transferees shall at their own costs and expenses and in a lawful manner form the Association for the common purposes with the Co-transferees as shareholders or members, as the case may be, thereof and each shareholder or member shall have voting rights in such Association equivalent to one vote per Apartment, it being clarified that in case there be more than one Purchaser of one Apartment even then only one



of such Purchaser who is nominated amongst them shall be entitled to have voting rights appertaining to their Apartment.

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

f) Upon formation of the Association, the Developer shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Developer hereunder or so intended to be or so desired by the Developer hereafter) whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Developer to all the Co-transferees for the time being of the Complex without any further act on the part of the Developer and whereupon only the Co-transferees shall be entitled thereto and obliged therefor. All reference to the Developer herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association or the Co-transferees as the case may be.

g) At the time of handing over the charge to the Association or to the Co-transferees as the case may be the Developer shall also transfer the residue then remaining of the deposit made by the Purchaser hereinabove after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Association or the Co-



transferees to the Account of the Co-transferees respectively for the purpose thereof and the Purchaser and the other Co-transferees and the Association shall remain liable to indemnify the Developer for all liabilities due to non fulfillment of its obligations by the Purchaser and/or the other Co-transferees and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the Complex by the Association and/or Co-transferees (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the Building Block/Complex).

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

i) In the event of the Purchaser failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Developer or the Maintenance-In-Charge interest at the rate of 18% per annum and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

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

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



- (c) To demand and directly realise rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Apartment.
- j) Until the appointment of Maintenance-In-Charge by the Developer, the Developer shall be the Maintenance-In-Charge and look after the Common Purposes and the Purchaser undertakes to regularly and punctually pay to the Developer or its nominee or Maintenance-In-Charge the maintenance charges and other amounts payable by the Purchaser hereunder.
- k) The Purchaser shall observe the covenants as be deemed reasonable by the Developer or the Maintenance-In-Charge from time to time for the common purposes.
- l) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser shall be deemed to be the act, default or omission of the Purchaser.
- m) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- n) Save the said Apartment the Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas or Car Parking Spaces at the Complex and the Owners/Developer shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Owners/Developer in their absolute discretion, shall think fit and proper



and the Purchaser hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Owners/Developer exclusively.

o) The undivided share in the land below and underneath the Building Block and the said land comprised in the Complex hereby sold and transferred and attributable to the Said Apartment shall always remain indivisible and impartible.

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID LAND)**

ALL THAT the piece and parcel of land containing an area of 12 Cottahs 14.5 Chittacks be the same a little more or less togetherwith the one twelve storied building standing thereon situate lying at and being Property No. 17, Lansdowne Place, Police Station-Lake (formerly Tollygunge), Ward No. 85, Kolkata- 700 029, District South 24 Parganas and butted and bounded in the manner as follows:-

- ON THE NORTH :** By Common Passage;
- ON THE SOUTH :** By Premises No. 18, Lansdowne Place and also partly by Premises No. 14D and 14 E, Sevak Baidya Street, Kolkata;
- ON THE EAST :** By KMC Road as Lansdowne Place;
- ON THE WEST :** By Premises No. 18, Lansdowne Place and also partly by Premises No. 13, Lansdowne Place, Kolkata;



THE SECOND SCHEDULE ABOVE REFERRED TO :

PART I

(SAID APARTMENT)

ALL THAT the Apartment No.....containing a carpet area ofsq. 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 delineated and bordered in color GREEN in the Floor Plan being **Annexure A** hereto and pro rata common areas of ____ sq.ft. of the Project known as **ASPIRATIONS CELESTA** presently under construction more fully and particularly described hereunder written Together with the said Share Together With a Covered Car parking Space being no.... **OR** Together With Right to park in Open Car Parking Space being no..... delineated and bordered in color in the Floor Plan being **Annexure B** hereto together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part - II** of the **Third Schedule** hereunder written to be used in common with the other Allottee(s).

PART II

(SPECIFICATIONS)

1. Structure:

R.C.C. framed structure.

2. Flooring:

a. Common area:

Lift facial/Corridors/Stairs : Marble /Granite flooring

b. Apartment:

o Living & Dining :Good Quality Indian Marble



- o Master Bedroom : Good Quality Indian Marbel
- o Other Bedrooms : Good Quality Indian Marbel
- o Balcony & Utility : Good Quality Indian Marbel
- o Kitchen : Vitrified Tiles

c. Toilets:

- o Antiskid Ceramic tiles flooring.
- o Glazed / Ceramic tile dado up to 8 feet Height.

3. Toilets:

- o Hot and cold Single lever basin mixer for all the toilets.
- o Single lever with CP shower units in bath area for all the toilets.
- o Health Faucet For all the Toilets.
- o Granite counter top washbasin in all Bathroom.

All of reputed make.

4. Doors:

- o Main door-both side teak veneer shutter with polish.
- o All other doors made of flush shutters.

5. Windows:

- o Aluminium sliding windows.
- o Ventilators for toilets.

6. Painting :

- o Exterior finish with Textured Finish.
- o Internal walls and Ceilings with putty

7. Electrical:

- o One TV point in the living room & all bedrooms.



- o Fire resistant electrical wires of Reputed brand.
 - o Electrical Modular switches of Reputed make.
 - o Telephone points in all bedrooms and living area.
 - o Air condition point in all bedroom & living room.
- 8. Telephone/ Intercom Facility:**
- o Intercom facility from each apartment to the security room
- 9. Lift:**
- o Automatic passenger lifts of reputed make.
- 10. Back- up Generator:**
- o Full power back up for each apartment (At extra cost).
- 11. Security Systems:**
- o A CCTV camera will be installed in the Lobby/ Security Room /Periphery Vital Points.
- 12. VRV System:**
- o VRV System(At extra cost).

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS)

PART - I

1. The entire land for the project or where the project is developed in phases 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 AND FACILITIES)

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

FOURTH SCHEDULE

COMMON MAINTENANCE EXPENSES

1. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the New Building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one /Unit and main entrance and exit



gates, landings and staircases of the New Building and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls, compounds etc. of the New Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the New Building so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL**: All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.

3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.

4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Developers or any agency looking after the common purposes, until handing over the same to the Association.

5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any).

6. **INSURANCE**: Insurance premium for insurance of the New Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).



7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

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

9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Developers and/or the Association for the common purposes.

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

SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata in the presence of:-

1.

2.

SIGNED SEALED AND DELIVERED

by the **DEVELOPER/PROMOTER** at Kolkata in the presence of:-

1.



2.

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

1.

2.

R E C E I V E D of and from the within-named
Purchaser the within-mentioned sum of
Rs. _____/- (Rupees _____ only) being
the full consideration money as per Memo below:



MEMO OF CONSIDERATION

| Apartment Consideration (A) | | | |
|--|-------------|---------------------|---------------------|
| CHEQUE NO. | DATE | BANK, BRANCH | AMOUNT (RS.) |
| | | | |
| | | | |
| | | | |
| Add: TDS under Section 194 - IA of Income Tax Act, 1961 (B) | | | |
| CHALLAN NO. | DATE | BSR CODE | AMOUNT (RS.) |
| | | | |
| Total | | | |
| Total (A+B) | | | |
| Less: Service Tax (C) | | | |
| Total [(A+B)-C] | | | |

(RUPEES _____ ONLY)_____
Signature of the Developer**WITNESSES :**

1.

2.



DATED THIS DAY OF 2018
#####

B E T W E E N

SMT. IRA SARKAR & OTHERS
... OWNERS

A N D

PRESIDENCY NIRMAN PRIVATE LIMITED
... DEVELOPER/PROMOTER

A N D

... PURCHASER

I N D E N T U R E

VICTOR MOSES & CO.
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA 700 001

