

A-0.15

**THIS INDENTURE** made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, **BETWEEN** 1) **CHANDRA KANT PASARI**, son of the Late Shankar Lal Pasari, by Faith – Hindu, by Occupation - Businessman, by Nationality – Indian, having PAN....., residing at 4A, Rainey Park, Police Station-....., Post Office-....., Kolkata – 700 019 as Executor and Trustee appointed by Ratan Lal Pasari, since deceased, to his Last Will and Testament dated ....., 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 ....., 2014, hereinafter jointly referred to as the **EXECUTORS** 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-....., Police Station-....., 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 **OWNERS** of the **SECOND PART** :

**AND**

1) **ALOK PASARI**, son of the Late Ratan Lal Pasari, by Faith – Hindu, by Occupation - Businessman, by Nationality – Indian, having PAN \_\_\_\_\_, residing at 17, Ballygunge Park Road, Police Station- Karaya, Post Office- Ballygunge, Kolkata – 700 019, 3) **AKSHAY PASARI**, son of Abhay Pasari, by Faith – Hindu, by Occupation – ....., by Nationality – Indian, having PAN ....., residing at 17, Ballygunge Park Road, Police Station- Karaya, Post Office- Ballygunge, Kolkata – 700 019 and 4) **SHIVAM PASARI**, son of Abhay Pasari, by Faith – Hindu, by Occupation – ....., by Nationality – Indian, having PAN ....., both residing at 17, Ballygunge Park Road, Police Station - Karaya, Post Office- Ballygunge, Kolkata – 700 019, hereinafter jointly referred to as the **CONFIRMING PARTIES** of the **THIRD PART** :

**AND**

**ASPIRATIONS HOMES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having CIN U70102WB2010PTC153398, PAN AAICA8903B having its registered offices at Premises No. 2B, Mahendra Road, Police Station-Bhawanipore, 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 present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives 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 Executors/Owners/Promoter and Purchaser(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party".

### WHEREAS :

A. By an Indentures of Conveyance dated 20.01.2012 registered with the Additional Registrar of Assurance- I in Book No.I, Volume No.2, Pages 1970 to 2004, Being No. 00604 for the year 2012 and through the devolution of title more fully and particularly described in the **Part I** of the **First Schedule** hereunder written, the Executors/Owners/Promoter herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 15 Cottahs 1 Chittacks 28 Sq. ft. be the same a little more or less situate lying at and being Premises No.7, Bakul Bagan Row, Police Station Bhowanipore, Kolkata-700 025, more fully and particularly described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the **said Premises**) free from all encumbrances, charges, liens, lispendense, acquisitions, requisitions, trusts of whatsoever nature.

B. Being such absolutely seized and possessed of All that the said Premises and upon causing mutation thereof in their names in the assessment records of the Kolkata Municipal Corporation, the Promoter herein had caused a building plan sanctioned by the Kolkata Municipal Corporation being Building Permit No.201607009 dated 15<sup>th</sup> day of April, 2016, presently for construction of a Basement plus Ground plus Fifteen (B+G+15) storied residential New Building having independent residential apartments and covered/open car parking spaces (herein after referred to as the **said Project**) on the said premises after demolishing the existing structure thereon.

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 Executors/Owners/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 and pro rata common areas of \_\_\_\_\_ sq.ft. of the Project known as **ASPIRATIONS ALOFT** 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 Right to park in Open/Covered Mechanical 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 recorded therein and other terms and conditions contained therein.

D. Subsequent to the commencement of the West Bengal Housing Industry Regulation Act, 2017, the Executors/Owners/Promoter have 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 Executors/Owners/Promoter have at their 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 car parking spaces thereat.

F. The Executors/Owners/Promoter herein have 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/Owners/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/Owners/Promoter to the said Premises;
- b) the right of the Executors/Owners/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.



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

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

**BUILDING** - shall mean the G+5 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 Executors/Owners/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 **Part II** of the **First Schedule** hereunder written.

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

**SAID APARTMENT** - shall mean ALL THAT the **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 and pro rata common area of \_\_\_\_\_ sq.ft. of the Project known as "**ASPIRATIONS ALOFT**" constructed and completed and more fully and particularly described in the **Part -I** of the **Second Schedule** hereunder written Together with the said Share together with the pro rata share in the Common Areas, Common Facilities and Amenities more fully and particularly mentioned and described in the **Part-I** and **II** of the **Third Schedule** hereunder written to be used in common with the other Allottees, however excluding the Limited Common Areas as mentioned in the **Part-II** of the **Third Schedule** hereunder written.



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

**NOW THIS INDENTURE WITNESSETH** that in pursuant of the said agreement and in consideration of the aforesaid sum of **Rs...../- (Rupees ..... only)** of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Executors/Owners/Promoter (the receipt whereof the Executors/Owners/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/Owners/Promoter do and each of them doth hereby grant, transfer, convey, assign 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 ALOFT**' 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 (mechanical) and/or covered (mechanical)** 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 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 EXECUTORS, OWNERS AND 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/Owners/Promoter done or executed or knowingly suffered to the contrary the Executors/Owners/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/Owners/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/Owners/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/Owners/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/Owners/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/Owners/Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Executors/Owners/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/Owners/Promoter 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/Owners/Promoter 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/Owners/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 therefrom as the Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

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

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

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

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

d) unless the right of parking motor car is expressly granted and mentioned in the Second Schedule hereunder written, the Purchaser(s)





shall not park any motor car or any other vehicle at any place in the New building/said Project and if the right to park car is so expressly granted and mentioned in the Second Schedule the Purchaser(s) shall use the Car Parking Spaces only for the purpose of parking of their medium sized motor car.

e) not to keep in the parking place anything other than private motor car and shall not raise or put up any kutcha or pucca structure grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the said car parking space or blocking by putting any articles.

f) not to use any part of the New 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.

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

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

i) no purchaser shall make or permit any disturbing noises in the New 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 New building. No Purchaser shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.

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

k) no bird or animal shall be kept or harboured in the common areas of the New building/said Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the New building/said Project unless accompanied.



l) not to claim any right whatsoever or howsoever over any other Apartment or portion of the New building/said Project save the Apartment.

m) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the new building save a letter-box in the ground floor at the designated place as be expressly approved or provided by the Executors/Owners/Promoter and a decent nameplate or signage of the size of 6' X 3' outside or above the main gate of the Apartment. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment.

n) not to alter the outer elevation of the new building or any part thereof nor decorate the exterior of the New building otherwise than in the manner agreed by the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times the Executors/Owners/Promoter' logo at the main entrance and on the roof of the new building.

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

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

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

r) not to let out transfer or part with the possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Apartment nor vice versa, with the only exception being that the Purchaser(s) shall be entitled to let out transfer or part with possession



of the parking space independent of the Apartment to any other Co-transferee of the Project and none else.

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

t) maintain at their own costs, the Apartment in the same good condition state and order clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, KMC, 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 Executors/Owners/Promoter' logo at the New building and to make such additions and alterations in or about or relating to the Apartment and/or the New building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Executors/Owners/Promoter 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 Executors/Owners/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).

u) to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of KMC and the Executors/Owners/Promoter shall give their consent for the same.

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

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

x) to collect and throw all refuse, rubbish, scrap, tins, bottles, boxes, containers of all kinds and article that are to be disposed of into the



proper bins, receptacles or containers to be provided therefor and not to throw the same from through or over the windows or any part of the Apartment.

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

z) not to change or in any way, vary the frontage or the entrance door of the Apartment approved by the Executors/Owners/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 Executors/Owners/Promoter, which shall not to be unreasonably withheld.

aa) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Apartment any weight greater than its load bearing capacity or as the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the New building.

bb) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the New building against loss or damage by fire or policies of insurance on the New 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 Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers and to repay to Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers on demand all sums paid way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers.



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

dd) to be solely responsible for all its equipment and other property at the Apartment.

ee) not to place or take into the lifts without the prior approval of Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers any baggage, furniture, heavy articles or other goods.

ff) to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Apartment for selling of or dealing with the products or rendition of the services from the Apartment. As and when called upon to do so, the Purchaser(s) shall produce before the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers, all such permissions and licenses and if the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers is not satisfied and require of the Purchaser(s) to obtain such other or further permissions or licenses from such authorities, the Purchaser(s) shall forthwith cause to obtain such permissions or licenses.



gg) to permit the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers and their surveyors or agents with all necessary workmen and appliances at all reasonable times and without previous notice in writing to the Purchaser(s) to enter upon the Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining office space of all defects, decays and want of repairs there found.

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

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

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

kk) not to slaughter or permit to be slaughtered any animal within the Complex or violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the Complex.

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

mm) not to disturb and/or uninstall ever in future the logo "ASPIRATIONS ALOFT" placed on the main entrance gate and the ultimate roof of the New building and to maintain the same in proper order and manner.

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

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

a) From the date next to the date of making over possession of the said Apartment to the Purchaser(s) or on the expiry of the notice of possession, whichever is earlier, the Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings to the



Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers, as the case may be:-

I) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to KMC 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 Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers proportionate share of all such rates and taxes assessed on the new building.

II) All other taxes including service tax if payable by the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Project as a whole and whether demanded from or payable by the Purchaser(s) or the Executors/Owners/Promoter or Maintenance-In-Charge, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Apartment and proportionately in case the same relates to the Project as a whole.

III) Electricity charges for electricity consumed in or relating to the Apartment to the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or 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



Executors/Owners/Promoter or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator.

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

V) The proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers the maintenance charges calculated on actual basis. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser(s).

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

c) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers. The bills and demands for the amounts payable by the Purchaser(s) shall be deemed to have been served upon the Purchaser(s), in case the same is left in the Apartment or in the letter box in the ground floor of the New building earmarked for the Apartment.

d) Until the expiry of three months of a notice in writing given by the Executors/Owners/Promoter and/or the facility management agency appointed by the Executors/Owners/Promoter and/or the Association of the Purchasers to the Purchaser(s) and the other co-transferees to take over charge of the acts relating to common purposes, the Executors/Owners/Promoter and/or the facility management agency





appointed by the Executors/Owners/Promoter shall look after the common purposes and the Purchaser(s) undertake to regularly and punctually pay to the Executors/Owners/Promoter or its nominee the maintenance charges and other amounts payable by the Purchaser(s) herein.

e) In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser(s) under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Association interest @ SBI Prime Lending Rate plus 2% per annum and without prejudice to the aforesaid, the Maintenance-In-Charges shall be entitled to:

- (i) disconnect the supply of electricity to the Apartment.
- (ii) withhold and stop all other utilities and facilities (including lifts, Generator, etc.) to the Purchaser(s) and their servants, visitors, guests, tenants, licenses and/or to the Apartment.
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser(s) by any tenant or licensee or other occupant in respect of the Apartment.



f) The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser(s) has/have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Executors/Owners/Promoter/Association of Purchaser(s) to realize the due amount from the Purchaser(s).

g) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Association or the Facility Management Agency from time to time for the common purposes.

h) 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).

i) 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.

j) Save the said Apartment the Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other

Apartments and spaces or constructed areas or Car Parking Spaces at the Project and the Executors/Owners/Promoter 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 Executors/Owners/Promoter in their absolute discretion, shall think fit and proper and the Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Executors/Owners/Promoter exclusively.

k) The undivided share in the land below and underneath the new building in the Project hereby sold and transferred and attributable to the Said Apartment shall always remain indivisible and impartible.

l) The Purchaser(s) shall keep the Executors/Owners/Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Executors/Owners/Promoter and/or the Association (upon formation) relating to the said New building/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.

m) 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.

n) The Purchaser(s) shall keep the Executors/Owners/Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Executors/Owners/Promoter and/or the Association (upon formation) relating to the said Building/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.

o) The Purchaser(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Executors/Owners/Promoter may deem appropriate or as may be



directed by appropriate authorities or as may be made by the Executors/Owners/Promoter keeping in mind any extant / proposed laws, rules and regulations. The Purchaser(s) agree(s) to render all cooperation to the Executors/Owners/Promoter in this regard as and when called upon by the Executors/Owners/Promoter without any claim demand demur or protest.

p) The right of the Purchaser(s) shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Purchaser(s) shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the said Project.

q) The Purchaser(s) shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

#### **V. HOUSE RULES:**

(1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment.

(2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the new building.

(3) No Purchaser(s) shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such the Apartment if the same shall disturb or annoy other occupants of the building. No Purchaser(s) shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.

(4) Each Owner shall keep his/her 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.

(5) No article shall be allowed to be placed in the halls or on the staircase landings or fire buildings nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Executors/Owners/Promoter.



(6) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Executors/Owners/Promoter.

(7) 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.

(8) Water-closets and other water apparatus in the Building 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 Unit-owner in whose Apartment it shall have been caused.

(9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the new building unless accompanied.

(10) Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Maintenance-In-Charge of the new building may direct.

(11) No vehicle belonging to a Purchaser(s) or to a member of the family or guest, tenant or employee of a Purchaser(s) shall be parked in the open space or on the pathway or except the space allotted to him/her/ it/them or in such manner as to impede or prevent ready access to the entrance of the new building by another vehicle.

(12) The Purchaser(s) is/are not to fix any antenna, equipment or any gadget on the roof or terrace of the new building or in any window or the exterior of the new building excepting that the Purchaser(s) shall be entitled to avail of the cable connection facilities provided to all.

(13) After purchase the Purchaser(s) shall get his/her/its/their Apartment mutated. In case of default by the Purchaser(s), the Executors/Owners/Promoter will be entitled to get the said Apartment mutated and apportioned in the name of the Purchaser(s) subject to the Purchaser(s)' bearing and paying all costs, charges and expenses including professional fees.

(14) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said new building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.



(15) These house rules may be added to, amended or repealed at any time by the Executors/Owners/Promoter and after formation by the Association of the Purchaser(s).

#### VI. DEFECT LIABILITY:

a) It is clarified that the Defect Liability of the Executors/Owners/Promoter under the applicable statute for the time being in force shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Purchaser(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Executors/Owners/Promoter to the Purchaser(s) ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment/new building and if the annual maintenance contracts are not done/renewed by the Purchaser(s), the Executors/Owners/Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Executors/Owners/Promoter /Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchaser(s) has/have been made aware and the Purchaser(s) expressly agree(s) that the regular wear and tear of the Apartment/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 hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

b) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Executors/Owners/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Executors/Owners/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 Executors/Owners/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Executors/Owners/Promoter' 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.

c) The Executors/Owners/Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Apartment, the Executors/Owners/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;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Executors/Owners/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;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Executors/Owners/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;
- iv) If the Purchaser after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Executors/Owners/Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Executors/Owners/Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Executors/Owners/Promoter are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.



vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Executors/Owners/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 Executors/Owners/Promoter and not amounting to poor workmanship or manufacture thereof.

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

d) The liability of the Executors/Owners/Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Executors/Owners/Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Executors/Owners/Promoter and/or of/by the men, servants, contractors, agents personnel etc. of the Executors/Owners/Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Executors/Owners/Promoter of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

e) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser(s), without first notifying the Executors/Owners/Promoter and without giving the Executors/Owners/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 Executors/Owners/Promoter shall be relieved of its obligations contained in clause VI hereinabove.



**THE FIRST SCHEDULE 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 more fully and particularly described in the **Part-I** of the **First Schedule** hereunder written (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 said Premises is now known as 14, Shakespeare Sarani, Kolkata.





- H. The existing structure of the said Premises more fully and particularly described in the **Part-II** of the **First Schedule** hereunder written has been declared as Heritage Building.
- I. By the Development Agreement the said Aspirations Homes Private Limited 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.
- J. 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.
- 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 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 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 Alope Pasari and Abhay Pasari and two grandsons, namely Akshay Pasari and Shivam Pasari in the following manner:
- O. "12. I do hereby give, devise and bequeath 25 (twenty-five) per cent of my allocated share in the new building together with my rights, title, interest and entitlements under the said Development Agreement dated 7<sup>th</sup> November, 2013 in relation thereto unto and in favour of my two grand-sons, namely, (i) Akshay Pasari and (ii) Shivam Pasari, both sons of my younger son, Abhay Pasari, in equal shares SUBJECT TO my elder son, Alok Pasari and his wife, Smt. Sangita Pasari having the right to reside for their lifetime in one Flat in the new building to be constructed at the said Shakespeare Sarani property with the entitlement to use the car parking space(s) relatable thereto, together comprising an area more or less equivalent to 25 (twenty-five) per cent of my allocated share in the new building. My elder son, the said Alok Pasari and my daughter-in-law, the said Smt. Sangita Pasari have two daughters, namely, (i) Miss Devika Pasari and (ii) Miss Vasundhara Pasari, aged about 22 and 16 years respectively. My said two grand-daughters shall, till the time of their respective marriages, also have the right to reside with their parents in the above Flat. It is expressly made clear that my elder son, the said Alok Pasari and his family members as aforesaid shall not be required to pay any amount in respect of or relating to their aforesaid right of residence and that my said two grandsons, namely, Akshay Pasari and Shivam Pasari shall not be entitled to deal with or dispose off or interfere or create any hindrance regarding the aforesaid right of residence in any manner. It is further expressly made clear that only the persons specifically mentioned hereinabove shall be entitled to the right of residence as aforesaid and no other person(s).

- P. 13. I do hereby give, devise and bequeath 25 (twenty-five) per cent of my allocated share in the new building together with my rights, title, interest and entitlements under the said Development Agreement dated 7<sup>th</sup> November, 2013 in relation thereto absolutely unto and in favour of "Alok Pasari Beneficiary Trust" which shall be the absolute owner thereof with full right to deal with and dispose of the same in any manner whatsoever for the purposes of the Trust.
- Q. I do hereby give, devise and bequeath 50 (fifty) per cent of my allocated share in the new building together with my rights, title, interest and entitlements under the said Development Agreement dated 7<sup>th</sup> November, 2013 in relation thereto absolutely unto and in favour of my younger son, the said Abhay Pasari who shall be the absolute owner thereof with full right to deal with and dispose of the same in any manner whatsoever."
- R. Chandra Kant Pasari and said Abhay Pasari, the Executors and Trustees appointed by the said Testator to his Last Will and Testament are yet to file application for grant of probate thereof before the appropriate court of law.

**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. (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 together with all rights of easements, common facilities and amenities annexed thereto, which is butted and bounded by :-

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Said Apartment)**

**All that** the ..... BHK residential Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet on the \_\_\_\_\_ floor in the new building Together with exclusive right to use the Balcony having a Built Up area of ....Sq.ft. approximately adjoining to the said Apartment No..... delineated on the Floor Plan being **Annexure A** hereto and



bordered in colour.....thereon and Together With the exclusive right to use the adjoining open terrace/open space having a Built up area of ... sq.ft. approximately, if any, delineated on the Floor Plan being **Annexure A** hereto and bordered in colour..... thereon Together With the proportionate undivided indivisible impartible variable share in the land beneath the new building known as **ASPIRATIONS ALOFT**, constructed and completed in accordance to the Plan, attributable to the said Apartment Together With a Covered (Mechanical) Car parking Space being no.... OR Together With Right to park in Open (Mechanical) Car Parking Space being no.....and pro rata Common Areas of ....sq.ft. of the said Project known as **ASPIRATIONS ALOFT** more fully mentioned in the **Part -I** of the **Third Schedule** hereto and right to enjoy common amenities and facilities of the said Project more fully mentioned in the **Part - II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other Purchasers of the new building and the said Project.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREAS)**

**PART - I**

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 AND 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 FOURTH SCHEDULE ABOVE REFERRED TO: (COMMON EXPENSES)

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.

- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the new building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Corporation tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Purchaser(s).
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.
  - Insurance premium for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
  - Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
  - All other expenses and/or outgoings including litigation expenses as are incurred by the Executors/Owners/Promoter and/or the Maintenance in charge 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 AND DELIVERED BY THE  
WITHIN NAMED  
EXECUTORS/OWNERS/PROMOTER:

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  
PURCHASER(S):

Please affix  
photograph and  
sign across the  
photograph

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

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



WITNESSES:

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

## 2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

**RECEIVED** of and from the withinnamed Allotee(s) the within-mentioned sum of Rs...../- (Rupees ..... only) being the full payment of the Total Price of the Apartment as per Memo below:

**MEMO OF CONSIDERATION**

CHEQUE NO.	DATE	BANK/BRANCH	AMOUNT

**(RUPEES ..... ONLY).****WITNESSES:**