

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Eighteen **BETWEEN LOKA PROPERTIES PRIVATE LIMITED**, (PAN NO. AAACL9339G), a company incorporated under the Companies Act, 1956, having its registered office at premises No. 60A, Chowringhee Road, Police Station Bhowanipore, Post Office Bhowanipore, Kolkata-700 020, represented by its Director/ Authorised Signatory **Mr.** \_\_\_\_\_, son of \_\_\_\_\_, by occupation : \_\_\_\_\_, working for gain at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART, PATCORP CONSTRUCTIONS PRIVATE LIMITED, (PAN NO.AADCP2007J)**, a company incorporated under the Companies Act, 1956, having its registered office at premises No.207, Acharya Jagadish Chandra Bose Road, Police Station : Beniapukur, Post Office : Circus Avenue, Kolkata-700 017, represented by its Authorised Signatory \_\_\_\_\_, son of \_\_\_\_\_, by occupation : \_\_\_\_\_, working for gain at \_\_\_\_\_, having **PAN** \_\_\_\_\_, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **SECOND PART AND** (1) \_\_\_\_\_, son of \_\_\_\_\_, by occupation \_\_\_\_\_, (**PAN NO. - \_\_\_\_\_**), residing at \_\_\_\_\_ (hereinafter jointly referred to as the **PURCHASER** of the **THIRD PART** :

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

A) By a final decree dated the 16<sup>th</sup> day of May, 1904 passed in Partition & Administration Suit No. 49 of 1904 (Maharaj Kumar Gopendra Krishna Deb Bahadur & Ors. –Versus- Maharani Chandramoni & Ors.) by the Learned 2<sup>nd</sup> Sub-Judge, 24-Parganas at Alipore, Kumar Sailendra Krishna Deb Bahadur, was absolutely and, to the exclusion of others allotted All That the land and hereditament at the then premises No. 79, Cornwallis Street in the town of the then Calcutta.

B) The said premises No. 79, Cornwallis Street, Calcutta was subsequently numbered as premises No. 76/1, Cornwallis Street, Calcutta by the then Corporation of Calcutta and, thereafter, numbered as premises Nos. 76/1A, 76/1B and 76/1C, Cornwallis Street (now known as Bidhan Sarani), the then Calcutta.

C) The said Kumar Sailendra Krishna Deb Bahadur, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on the 6<sup>th</sup> day of February, 1937, leaving him surviving his only son- Kumar Arabinda Krishna Deb Bahadur, as his only heir and legal representative, who, upon his death became entitled to amongst others All That the two-storied brick-built, messuage, hereditament, dwelling and entertainment house and sheds known as Rangmahal Theatre Together With the land thereunto belong containing an area of 1 Bigha, 1 Cottah, 12 Chittacks, 7 Sq. ft. be the same a little more or less whereupon or on the part whereof the same was erected and/or built situate lying at and being premises No. 76/1B, Cornwallis Street (now Bidhan Sarani), the then Calcutta (hereinafter referred to as the said **First Property**) absolutely and forever.

D) The said Kumar Arabinda Krishna Deb Bahadur, who was also a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate on 24<sup>th</sup> day of September, 1953, leaving him surviving his only son- Ajayendra Krishna Deb , as his only heir and legal representative, who, upon his death became entitled to the said First Property absolutely and forever.

E) By a Deed of Lease dated the 11<sup>th</sup> day of January, 1963 made between the said Ajayendra Krishna Deb , therein referred to as the Lessor of the One Part and Mohtasham Ali & Sheikh Mohammad Shawkat , therein jointly referred to as the Lessees of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. I, Volume No. 32, Pages 1 to 15, Being No. 222 for the year 1963 (hereinafter referred to as the said lease), the said Ajayendra Krishna Deb for the rent thereby reserved and on the terms, conditions and covenants therein contained, granted a lease unto and in favour of the said Mohtasham Ali & Sheikh Mohammad Shawkat ,in respect of the said First Property for a term of thirty years commencing from the 1<sup>st</sup> day of January, 1963.

F) By an Indenture dated the 12<sup>th</sup> day of May, 1987 made between the said Ajayendra Krishna Deb , therein referred to as the Vendor of the One Part and Monohar Kumar Kankaria and Smt. Shashi Kankaria, therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. I, Volume No. 39, Pages 427 to 442, Being No. 4938 for the year 1987, the said Ajayendra Krishna Deb , for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the said Monohar Kumar Kankaria and Sashi Kankaria All That the said First Property subject to the said lease.

G) The said lease expired by efflux of time on the 31<sup>st</sup> day of December, 1992.

H) The said Monohar Kumar Kankaria and Sashi Kankaria instituted a suit for recovery of possession being Civil Suit No. 139 of 2003 in the Hon'ble High Court at Calcutta against Mohtshan Ali & Ors. which was ultimately decreed in favour of the said plaintiffs.

I) The plaintiffs/decreed-holders obtained possession of the said First Property by execution of the said decree.

J) By an Indenture of Conveyance dated the 11<sup>th</sup> day of February, 2011 made between the said Monohar Kumar Kankaria and Shashi Kankaria therein jointly referred to as the Vendors of the One Part and the Vendor herein, therein referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, CD Volume No. 6, Pages 4701 to 44715, Being No. 01870 for the year 2011, the said Monohar Kumar Kankaria and Shashi Kankaria, for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the Vendor herein, All That the said First Property absolutely and forever.

K) One Giridharilal Baid was seised and possessed of and/or otherwise well and sufficiently entitled to All Those the two-storied brick-built, messuage, hereditament, dwelling, entertainment house and sheds known as Biswarupa Theatre Together With the land thereunto belong containing an area of 2 Bighas, 14 Cottahs be the same a little more or less whereupon or on the part whereof the same is erected and/or built situate lying at and being the premises Nos. 36B and 36C, Sahitya Parisad Street, the then Calcutta and 2B, Raja Raj Krishna Street, the then Calcutta (hereinafter jointly referred to as the `said **Second Property**`).

L) By a Deed of Settlement dated the 17<sup>th</sup> December, 1951 made between the said Giridharilal Baid, therein referred to as the Settlor of the One Part and the said Giridharilal Baid, Chhagan Mall Khawaswal, Lakshmi Chand Kundalia and Mal Chand Surana therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 116, Pages 141 to 155, Being No.

4337 for the year 1951, the said Settlor created a trust named- Giridharilal Baid Trust and the transferred the said Second Property unto and in favour of the said trust.

M) Clause – 11 of the said Deed of Settlement inter alia, provides as follows-

“THAT it is hereby further declared that from and after the death of the Settlor’s son Manick Chand Baid, the said Trustees shall hold and stand possessed of the said Trust Properties together with all accretions and accumulations in trust for such of the male issue or issues of the Settler’s son Shova Chand Baid (deceased) and Manick Chand Baid or either of them as and then shall be living until the youngest of male issues by the two sons of the settler shall have attained the age of 21 years and shall then be eligible to convey and transfer the trust property together with all accretions and accumulations income on funds remaining in their hands to such male issues of the said Shova Chand Baid and Manick Chand Baid or either of them in equal shares absolutely if more than one and above if only one amongst them shall have survived the said Manick Chand Baid.”

N) By necessary implication Clause-11 of the said Deed of Settlement, inter alia, provided that on the demise of the said Manick Chand Baid, the trust created shall stand modified or may be dissolved or extinguished at the discretion of the beneficiaries i.e the sons of Shova Chand Baid and Manick Chand Baid and on the youngest of them attaining the age of 21 years, would hold and/or become seized and possessed of the said Trust properties including the said Second Property in equal shares, each group having an undivided 50% share therein and would be capable of dealing with, alienating or entering into necessary agreement concerning or relating to the alienation or disposal of such undivided 50% share in the said trust properties.

O) The creation of the said trust was challenged in a suit being No. 1612 of 1958 before the Hon’ble High Court at Calcutta (Manikchand Baid & Ors. –Versus- Giridharilal Baid & Ors.).

P) An Agreement dated the 30<sup>th</sup> day of March, 1959 was entered into by and between the parties to the said suit whereby and whereunder the disputes between the parties being the subject matter of the said suit was mutually settled and/or compromised and the trustees were empowered to look after, manage and supervise the said trust properties and to let, lease or otherwise demise the same as they think fit and proper.

Q) The said suit was finally disposed of by a Consent Decree dated the 13<sup>th</sup> day of April, 1959, whereby, the provisions of the said Deed of Settlement was, with the consent of all the parties therein varied and/or

modified in terms of the said Agreement dated the 30<sup>th</sup> day of March, 1959, which formed part of the said consent decree.

R) In accordance with the said Compromise Decree dated 13<sup>th</sup> April, 1959, there were two groups of beneficiaries and each group having an undivided 50% share or interest in the said Second Property, the first group comprised of (i) Manick Chandra Baid and his sons viz. Bhanwarlal Baid and Bimal Singh Baid and his wife Dhani Devi Baid and the other group comprised of (1) Bijay Singh Baid, (2) Tej Singh Baid – both sons of Late Shova Chand Baid and (3) Chand Devi Baid, widow of Shova Chand Baid.

S) By a Deed of Lease dated the 5<sup>th</sup> day of May, 1973 made between the then trustees of Giridharilal Baid Trust therein jointly referred to as the Lessors of the One Part and Rashbehari Sarkar, therein referred to as the Lessee of the Other Part and registered with the Registrar of Assurances, Kolkata in Book No. I, Volume No. 193, Pages 144 to 166, Being No. 5170 for the year 1973, the said the then trustees of Giridharilal Baid Trust in consideration of the rent thereby reserved and on the terms, conditions and covenants therein contained, granted a lease unto and in favour of the said Rashbehari Sarkar in respect of the said Second Property for a period of 50 years commencing from the 5<sup>th</sup> day of May, 1973.

T) The said Rashbehari Sarkar died on the 16<sup>th</sup> day of March, 1995 after making and publishing his Last Will & Testament dated the 2<sup>nd</sup> day of February, 1995, whereby and whereunder, he gave devised and bequeathed his said leasehold interest in the said Second Property unto and in favour of his daughter- Jayanti Mishra.

U) The said Will of the said Rashbehari Sarkar was duly probated by the Hon'ble High Court at Calcutta on the 17<sup>th</sup> day of January, 1996.

V) The Manick Chand Baid who during his lifetime was a Hindu governed by Mitakshara School of Law died on or about 27<sup>th</sup> December, 2003.

W) By mutual arrangement and in concurrence and confirmation of the said Sm. Dhani Devi Baid it was agreed, decided and settled that the said Smt. Dhani Devi Baid upon receipt of a consideration on account of her 1/3<sup>rd</sup> share in the said undivided 50% share of Manick Chand Baid, deceased, shall allow the sons of Manick Chand Baid to deal with, dispose of, alienate and/or transfer by way of sale the said undivided 50% share left behind by Manick Chand Baid, deceased in the said Second Property.

X) By an Agreement dated 23<sup>rd</sup> October, 2003 and registered in the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. I, Pages from 1 to 13, Being No.2429 for the year 2006 the said Bhanwarlal Baid and Bimal Singh Baid agreed to sell and the Vendor herein agreed to purchase subject to concurrence and confirmation of the said

Dhani Devi Baid and Bhojraj Dasani and Ruglal Surana, the then trustees, **ALL THAT** 50% share in the said Second Property on the terms, conditions and stipulations therein contained.

Y) The premises Nos. 36B and 36C, Sahitya Parisad Street and 2B, Raja Raj Krishna Street have since been amalgamated by Kolkata Municipal Corporation and now known as premises no. 2A, Raja Raj Krishna Street, Kolkata – 700006.

Z) By an Indenture of Sub-lease dated the 14<sup>th</sup> day of June, 2005 made between the said Sm. Jayanti Mishra, therein referred to as the Sub-Lessor of the One Part and Goldline Writing Instruments Limited therein referred to as the Sub-Lessee of other part and registered with the Additional Registrar of Assurance-I in Book No. 1, Volume I, pages 1 to 20 Being No. 03878 for the year 2005, the said Sm. Jayashri Mishra in consideration of the premium thereby reserved and in the terms and conditions therein contained granted a lease in respect of the said second property for the residue term of the said lease.

AA) By an Indenture of Conveyance dated the 31<sup>st</sup> day of August, 2006 made between Bhanwarlal Baid and Bimal Singh Baid, therein jointly referred to as the Vendors of the First Part, the Vendor herein, therein referred to as the Purchasers of the Second Part, Dhani Devi Baid, therein referred to as the First Confirming Party of the Third Part and Bhojraj Dasani and Ruglal Surana, therein jointly referred to as the Second Confirming Party of the Fourth Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 21, Being No. 00963 for the year 2008, the said Bhanwarlal Baid & Anr. for the consideration therein mentioned, granted transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the undivided 50% part or share in the said Second Property absolutely and forever.

BB) By another Indenture of Conveyance dated the 2<sup>nd</sup> day of November, 2007 made between Vijay Singh Baid and Tej Singh Baid, therein jointly referred to as the Vendors of the First Part, the Vendor herein, therein referred to as the Purchasers of the Second Part and Bhojraj Dasani and Ruglal Surana, therein jointly referred to as the Confirming Party of the Third Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1, Pages from 1 to 20, Being No. 02775 for the year 2008, the said Vijay Singh Baid and Tej Singh Baid, for the consideration therein mentioned, granted transferred, conveyed, assigned and assured unto and in favour of the Vendor herein All That the undivided 50% part or share in the said Second Property absolutely and forever.

CC) By a Deed of Surrender dated the 15<sup>th</sup> day of March, 2008 made between Sm. Jayanti Mishra, therein referred to as the Lessee of the first part and Goldline Writing Instruments Limited therein referred to as the

Sub-Lessee and Confirming Party of the second part and the Vendor herein, therein referred to as the Lessor of the third part, the said Sm. Jayanti Mishra and Goldline Writing Instruments Ltd. duly surrendered their respective lease and sublease in favour of the Vendor absolutely and for ever.

DD) Thus the Vendor became seized and possessed of and/or otherwise well and sufficiently entitled to ALL THOSE the First Property and the Second Property totaling to land measuring 3 Bighas 15 Cottahs 12 Chittacks and 7 sq. ft. equivalent to 5067.59 sq. mtrs. more or less as per Deeds but on actual measurement containing an area of 3 Bighas 10 Cottahs 12 Chittacks 26 sq. ft. equivalent to 4734.96 sq. mtrs. more or less more fully and particularly described in the **First Schedule** hereunder written (hereinafter collectively referred to as the **Said Property**) free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, requisitions, trusts whatsoever.

EE) The Vendor and the Developer had negotiated and arrived at an agreement to develop the Land comprised in the said property for mutual benefit which was recorded in a mutual document dated 26<sup>th</sup> April, 2011 and it was agreed that a formal Development Agreement pursuant to the said document would be executed at a later date.

FF) The Vendor has got its name duly mutated and got the said two premises being premises No. 76/1B, Bidhan Sarani and premises No. 2A, Raja Rajkrishna Street, Kolkata-700 006 amalgamated and the amalgamated premises is now known and numbered as premises No. 76/1B, Bidhan Sarani, Kolkata- 700006.

GG) There is a road alignment on Bidhan Sarani and Sahitya Parishad Street and a piece of land containing an area of 127.66 sq. mtrs. more or less has been kept reserved for such road alignment on Sahitya Parishad Street and a piece of land containing an area of 95.84 sq. mtrs. more or less has been kept reserved for such road alignment on Bidhan Sarani.

HH) The Developer got a plan duly sanctioned by the Kolkata Municipal Corporation having Building Permit No. 2013020004 dated 10.05.2013 for construction of three independent buildings on the Said Property, the first one was for the residential purpose and, the last two were for commercial use.

II) The Developer thereafter decided to construct two residential buildings and one commercial building and accordingly the Developer applied for and obtained change of user of another building by the side of Burtolla Police Station for residential use.

JJ) By a Supplementary Agreement dated the 6<sup>th</sup> day of February'2014 made between the Vendor herein, therein referred to as the

Owner of the One Part and the Developer herein, therein referred to as the Developer of the Other Part and the Parties therein had recorded the terms of conditions of development as modified mutually.

KK) By a Development Power of Attorney dated the 16<sup>th</sup> day of July'2015 made between the Vendor therein referred to as the Owner of the One Part and the Developer therein referred to as the Attorney of the Other Part and registered with the Additional Registrar of Assurances II, Kolkata in Book No. I CD Volume no. 1902-2015 Pages 42822To42840 Being No. 190207613 for the year 2015 the parties therein recorded the terms and conditions of development of the said land for mutual benefit.

LL) The Purchasers upon taking inspection and being fully satisfied about (1) the title of the Vendor in respect of the said property, (2) the said sanctioned plan, (3) the constructions then being made by the Developer at the said premises and (4) the built up area of the Flat/Unit, had become desirous of acquiring **All That** the flat/unit bearing No. \_\_\_\_ on the \_\_\_\_ Floor of **Tower No** \_\_\_\_ containing Carpet area of \_\_\_\_ sq.ft. corresponding to built up area of \_\_\_\_ **Sq. ft.** be the same a little more or less be the same a little more or less on the \_\_\_\_ **Floor** in the complex known as "**SIGNUM ARISTO**" more fully and particularly mentioned and described in **Part I** of the **SECOND SCHEDULE** hereunder written **TOGETHER ALSO WITH** the right of parking of \_\_\_\_\_ Covered/open/Mechanical parking space on the Ground Floor/Ground level/ Basement for parking of motor cars in a portion of the car parking space, specifically and expressly mentioned and described in **Part II** of the within stated **SECOND SCHEDULE** hereunder written AND Together with the proportionate undivided indivisible variable share or interest in the land underneath the residential building in which the said Unit is situate and being part of land described in the **FIRST SCHEDULE** hereunder written Together With proportionate undivided indivisible share in the Common Areas and Installations more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written (hereinafter collectively referred to as the said flat) and had approached the Developer to sell and transfer the same to the Purchasers to which the Vendor and the Developer had agreed to.

MM) By an Agreement dated the \_\_\_\_\_, made between the Vendor herein therein referred to as Vendor of the First Part, the Developer herein therein referred to as the Developer of the Second Part and the Purchaser herein therein referred to as Purchaser of the Third Part, the Vendor and the Developer for the respective consideration therein mentioned and on the terms and conditions therein contained agreed to sell and the Purchasers had agreed to purchase ALL THAT the said flat free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts whatsoever.



NN) In pursuance of the said plan, the Developer at its own costs and expenses constructed and completed the residential cum commercial complex on the Said Land.

OO) The Purchasers has now satisfied himself/herself as to the following :-

- (a) The built up area of the said flat agreed to be sold.
- (b) The validity of the sanctioned plan of the Tower in which the said flat is situate.
- (c) Specification and workmanship of the construction and the materials used therefor.
- (d) Structural stability of the Tower in which the said flat is situate.
- (e) Construction, workmanship of and the materials used in the Tower in which the said flat is situate, and of and in the flat.
- (f) The fittings and fixtures installed.
- (g) Completion and finishing of the said flat.
- (h) The situation of car parking space.
- (i) The supply of water and electricity.
- (j) The common facilities and amenities of the two residential buildings and between the residential buildings and the commercial building.

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

**BUILT-UP AREA** – according to the context shall mean and include the plinth area of the constructed space in the residential Buildings including the thickness of the internal and external walls thereof and columns thereof and for each Flat/unit the plinth area of the said Flat/unit and all other Flat/units in the said residential Buildings including the thickness of the internal and external walls thereof and columns therein provided that if any wall or column be common between two Flat/units then half of the area under such wall or column shall be excluded for the area of each such Flat/unit plus proportionate share of common areas which shall be determined by the Developer.

**COMMON AREAS, FACILITIES AND AMENITIES** – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, portions of the roofs of the residential buildings to be kept common but excluding the signage and other spaces to be reserved by the Developer and the Vendor, common lavatories, Generator, drive-ways to and from the residential towers upto the commercial tower, drainage system and any other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex as are mentioned in the **Third Schedule** hereunder written.

**COMMON AREAS, FACILITIES AND AMENITIES BETWEEN THE COMMERCIAL TOWER AND THE RESIDENTIAL TOWERS** – shall mean the entrance and exits, underground reservoir, fire safety reservoir, water pumps and motors, water filtration plant, transformer, Fire Fighting systems, drainage system from the commercial tower to the municipal drain and any other facilities in the Complex, which may be decided by the Developer in its absolute discretion.

**COMMON EXPENSES**– shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **Fourth Schedule** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

**COMMON EXPENSES BETWEEN THE COMMERCIAL TOWER AND THE RESIDENTIAL TOWERS** – shall mean the following expenses to be shared in the proportion between the commercial tower users and the transferees of residential towers :

- I. Maintenance and Security Guard of the gates.
- II. Maintenance and Security Guard of the entrance and exit point from Bidhan Sarani.
- III. Maintenance of underground water reservoir.
- IV. Maintenance of underground Fire safety reservoir.
- V. Maintenance of UGR/drainage system of the Commercial building and passage leading to the Main Gate.
- VI. Maintenance of Fire Fighting Installations
- VII. Lighting in the common areas.
- VIII. Water Filtration Plant.
- IX. Green Spaces and the trees planted thereon.

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

**COMPLEX** – shall mean the three new independent Buildings- two buildings consisting of flats/units/parking space and the third a commercial building, sharing amongst the residential buildings and the commercial building some common areas and facilities mentioned above and their surrounding areas being the entire area within the boundary of the said property.

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

**MAINTENANCE-IN-CHARGE/ASSOCIATION** – shall mean any Association under the West Bengal Apartment Ownership Act,1972 or any company incorporated under the Companies Act, 2013 or a Committee as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

**PARKING SPACE** – shall mean the spaces in the portions of the ground floor or basement level, whether open or covered or mechanical, of the Complex expressed or intended to be reserved for parking of motor cars/two wheelers.

**PLAN** – shall mean the plan for construction of the New Buildings sanctioned by Kolkata Municipal Corporation bearing Building Permit No. 2013020004 dated 10.05.2013 and wherever the context so permits or intends shall include any modifications and/or alterations thereto.

**PROPORTIONATE OR PROPORTIONATELY** – according to the context shall mean the proportion in which the built up area of the said flat/Unit may bear to the built-up area of all the Units in the two new residential Buildings **PROVIDED THAT** where it refers to the share of any Purchasers or any Co-Owners in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

**PURCHASERS** – shall mean and include –

i) In case the Purchasers be an individual or a group of person, then his/her/their respective heirs executors administrators legal representatives;

ii) In case the Purchasers be a Hindu Undivided Family, then its coparceners or members for the time being and their respective heirs executors administrators legal representatives;

iii) In case the Purchasers be a Partnership Firm or Limited Liability Partnership, then its partners for the time being and their respective heirs executors administrators legal representatives;

iv) In case the Purchasers be a Company, then its successor or successors in interest;

**SAID FLAT\UNIT** – shall mean **Flat No**\_\_\_\_ having built-up area of\_\_\_\_\_ **sq.ft.** be the same a little more or less Together with a Servant Quarter/Utility Room containing a Carpet area of \_\_\_\_\_ **sq.ft.** corresponding to built-up area of \_\_\_\_ **Sq.ft.** be the same a little more or less constructed on the \_\_\_\_ **Floor** of the Tower \_\_\_\_ in the New Building complex known as **SIGNUM ARISTO** more fully and particularly described in **Part I** of the **Second Schedule** hereunder written and together with right to park \_\_\_\_\_car in the **covered/open/ Mechanical Parking** Space in the **Ground Floor/ Ground Level /Basement** being **No**\_\_\_\_ of the \_\_\_\_ of the New Building more fully and particularly described in **Part-II** of the **Second Schedule** hereunder written together with the undivided proportionate indivisible part or share in the Common Areas, Facilities and Amenities and Together with the said Share.

**TOWER** – shall mean the building tower where the flat/unit agreed to be purchased by the Purchasers is situate.

**NOW THIS INDENTURE WITNESSETH** that in pursuant of the said agreement and in consideration of a total sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**) of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendor and the Developer in the manner and in the proportion mentioned in the Memo of Consideration (the receipt whereof the Vendor and the Developer do and each of them 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 Purchasers and the said flat and properties appurtenant thereto) the Vendor and the Developer do and each of them doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchasers All that the Flat/unit No. \_\_\_\_ on the \_\_\_\_ Floor of **Tower No.G+7** together with one Utility room in the Complex known as **“SIGNUM ARISTO”** having Carpet area of \_\_\_\_\_ **sq.ft.** corresponding to built-up area of \_\_\_\_\_ **Sq.ft.** more fully and particularly described in **Part I** of the **Second Schedule** hereunder written And **right to park** \_\_\_\_ **No. of**

**Covered/Open/Basement car parking space bearing no. \_\_\_\_\_ in Tower \_\_\_\_\_**, of the New Buildings more fully and particularly described in **Part-II** of the **Second Schedule** hereunder written **AND TOGETHER WITH** the proportionate undivided indivisible variable impartible share in the land underneath the residential Building in which the said Flat/Unit hereby transferred is situate **AND TOGETHER WITH** the undivided proportionate indivisible part or share in the Common Areas, Facilities and Amenities (all of which are hereinafter collectively referred to as the **SAID FLAT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**) absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the Co-Purchasers and the other Owners and the other lawful occupants of the two residential buildings and wherever the context so permits, with the users of the commercial building **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said flat/Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers.

**II. AND THE VENDOR AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows :-

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

c) The said Flat And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor or the Developer or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor or the Developer.

d) The Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchasers 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 Vendor or the Developer or any person or persons lawfully or equitably claiming as aforesaid.

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

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

h) The Vendor doth hereby further covenant with the Purchasers 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 Purchasers shall produce or cause to be produced to the Purchasers or to his/her 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 property and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other true copies or extracts therefrom as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

**III. AND THE PURCHASERS SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT AND THE RIGHTS AND PROPERTIES**

**APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER** as follows :-

1. As from the date of possession of the said flat/unit the Purchasers agrees and covenants :-

(a) to co-operate with the Maintenance In charge in the management and maintenance of the two residential buildings and other common purposes.

(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 two residential buildings and in particular the Common Areas and Installation and other common purposes.

(c) to use the said Unit only for the private dwelling residence purpose in a decent and respectable manner and for no other purpose.

(d) not to use any part of the two residential buildings or other Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

(e) to use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men and materials and passage of utilities and facilities.

(f) 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 anyone 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 said two residential buildings.

(g) not to claim any right whatsoever or howsoever over any unit or portion in the said two residential buildings save the said Unit.

(h) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Tower save a letter-box at the place in the ground floor thereof as be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his/her Unit. It is hereby expressly made clear that in no event the Purchasers shall open out any additional window or any other apparatus protruding outside the exterior of the said Unit excepting air conditioners to be placed in the designated cut out positions.

(i) not to alter the outer elevation of the two residential buildings or any part thereof nor decorate the exterior of the said buildings 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.

(j) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the two residential buildings nor into lavatories, cisterns, water or soil pipes serving the two residential Buildings nor allow or permit any other Co-owner to do so.

(k) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said two residential buildings.

(l) To keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said two residential buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the said two residential buildings and not to do or cause to be done anything in or around the said Unit 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 said Unit. In particular and without prejudice to the generality to the foregoing, the Purchasers doth hereby covenant with the Developer that the Purchasers shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

(m) not to let out transfer or part with the possession of the parking space, if the right of parking car is granted hereunder, independent of the said Unit nor vice versa, with the only exception being that the Purchasers shall be entitled to let out transfer or part with possession of the parking space independent of the said Unit to any other Co-owner of the said two residential buildings and none else.

(n) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said Unit.

(o) maintain at his/her own costs, the said Unit in the same good condition state and order in which the same was delivered to the Purchasers 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, the Kolkata Municipal Corporation, the Kolkata Metropolitan Development Authority, CESC Limited and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit as well as the user operation and maintenance of the lift, generator, water, electricity, drainage, sewerage and other installations and amenities at the said two residential buildings and to make such additions and alterations in or about or relating to the said Unit and/or the buildings as be required to be



carried out by it, independently or in common with the other Co-owners as the case may be without holding the Vendor in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendor and the Developer saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that it may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchasers.

(p) to apply for and obtain at his/her own costs separate assessment and mutation of the said Unit in the records of the Kolkata Municipal Corporation and the Vendor shall give its consent for the same.

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

(r) to collect and/or to remove all refuse or rubbish whatsoever from the Flat comprised in the said Unit 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.

(s) 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 by the Maintenance-In-Charge and not to throw the same from through or over the windows or any part of the Flat.

(t) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Flat or any part of the New Building any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the said Flat save and except such as shall have been previously approved in writing by the Maintenance-In-Charge.

(u) not to change or in any way, vary the frontage or the entrance door of the Flat approved by the Vendor/Developer or Maintenance-In-Charge for access to the Flat or in any way to cut or alter the entrance door without first having obtained the written consent of the Vendor/Developer or Maintenance-In-Charge, which shall not to be unreasonably withheld.

(v) not to fell or disposed any plant/trees and maintain the green areas lying and situated at the complex

(v) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Flat any weight greater than its load bearing capacity or as the Maintenance-In-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the New Building.

(w) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the New Building or the Unit against loss or damage by fire or policies of insurance on the New Building or the Unit 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

(x) to insure and keep insured the Unit 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(s) at any time fails to keep the Unit 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(s) to Maintenance-In-Charge. Maintenance-In-Charge and/or the respective holders of areas in rest of the building shall insure their respective area as such policy shall include similar cross indemnity clause covering the Purchaser(s) for similar risks from the third party liabilities arising from the other parts of the building

(y) to bear and 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 said Unit directly to Kolkata Municipal Corporation Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchasers shall pay to the developer proportionate share of all such rates and taxes assessed on the said property.

ii) All other taxes 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 said Unit or the said two residential buildings or the said property as a whole and whether demanded from or payable by the Purchasers or the Vendor or the Developer and the same shall be paid by

the Purchasers wholly in case the same relates to the said Unit and proportionately in case the same relates to the said two residential buildings or the said premises as a whole.

iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Purchasers for his/her Unit, the Developer shall provide a reasonable quantum of power in the said Unit from its existing sources and the Purchasers shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Maintenance In charge shall be liable to pay the same to CESC Limited.

iv) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchasers shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs..../- (Rupees .....) only per square feet per month of the super built-up area of the said Unit. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by 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 Purchasers.

v) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchasers 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).

vi) to observe such other covenants as be deemed reasonable by the Developer from time to time for the common purposes.

2. 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 Maintenance In-charge. The bills and demands for the amounts payable by the Purchasers shall be deemed to have been served upon the Purchasers, in case the same is left in the said Unit or in the letter box in the ground floor of the Tower earmarked for the said Unit.

3. To become member and/or share holder, as the case may be, of the Maintenance in charge, upon its formation, without raising any objection whatsoever and purchase and acquire such number of shares in the Maintenance in charge as be deemed necessary and expedient by the

Developer and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Developer and/or the Maintenance in charge for the common purpose and shall also sign and execute all papers, documents and applications for the purpose of formation of the Maintenance in charge and to do all the necessary acts deed and things.

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

- (i) Discontinue the supply of electricity to the said Unit.
- (ii) Withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchasers and the family members of the Purchasers, occupants, servants, visitors, guests, tenants, licencees of the said Unit.
- (iii) To demand and directly realize rent and/or other amounts becoming payable to the Purchasers by any tenant or licensee or other occupant in respect of the said Unit.

## **HOUSE RULES**

a) Not to sub-divide the said Unit and/or the Parking space or any portion thereof.

b) Not to do any act deed or things or obstruct the completion of the Complex in any manner whatsoever and notwithstanding any temporary inconvenience in the Purchasers's enjoyment of the said Unit.

c) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Complex or any portion of the Complex.

d) Not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Tower or any portion thereof or any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

e) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Tower or any part thereof.

f) Not to fix or install air conditioner in the said Unit save and except at the places which have been specified in the said Unit for such installation.

g) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use, right and enjoyment thereof or any open passage or amenities available for common use.

h) Not to damage or demolish or cause to be damaged or demolish the said unit or any part thereof or the fittings affixed thereto.

i) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandas, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Developer or the Maintenance in charge differs from the colour scheme of the said two residential buildings or deviation of which in the opinion of the Developer or Maintenance in charge may affect elevation in respect of the exterior walls of the said two residential buildings.

j) Not to install grills the designs of which have not been suggested or approved by the Architect.

k) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said two residential buildings or cause increase in premium to be payable in respect thereof is insured.

l) Not to make in the said unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Developer or Maintenance in charge and/or any concerned authority.

m) Not to fix or install any antenna on the roof or terrace of the Tower nor shall fix any window antenna excepting that the Purchasers shall be entitled to avail of the cable connection facilities to be provided by the Developer/ Maintenance in charge to the Purchasers and also the other owners of the units in the Tower at their cost.

n) Not to use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers

of the other portions of the Complex or to the owners and occupier of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating and Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car/two wheeler and shall not raise or pull up any kutchra or pucca construction grided wall/enclosures thereon or parts thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

o) Not to use the allocated car parking space(s) or permit the same to be used for any other purpose whatsoever other than parking of his/her own car/cars.

p) Not to park car in the pathway or open space of the Complex or at any other place except the space allotted and purchased by the Purchasers and shall use the pathways as would be decided by the Developer /Maintenance in charge.

q) To use the common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men and materials and passage of utilities and facilities.

r) To keep the common areas, open spaces, parking areas, paths, passages, garden, 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 good articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the Complex.

s) No bird or animal shall be kept or harboured or slaughtered 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.

t) No Purchasers/Occupier shall make or permit 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 occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker inside the apartment if the same shall disturb or annoy other occupants of the Complex.

u) Not to bring in any contractor or any labour or mason of its own so long as the said Complex is not made over by the Developer to the Maintenance in charge.

v) The Lobbies entrances and stairways of the New Building shall not be obstructed or used for any purpose other than ingress and egress from the flat.

w) Children not to play in the Public halls stairways and elevators of the New Building.

(x) to be solely responsible for all its equipment and other property at the said Unit

(y) 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 Unit for selling of or dealing with the products or rendition of the services from the Unit. As and when called upon to do so, the Purchasers(s) 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 Purchasers(s) to obtain such other or further permissions or licenses from such authorities, the Purchasers(s) shall forthwith cause to obtain such permissions or licenses.

(z) to permit the Developer or Maintenance-In-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with previous notice in writing to the Purchasers(s) to enter upon the Flat and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining office space of all defects, decays and want of repairs there found.

(aa) not to store any combustible or inflammable articles inside the Unit or in part or portion of the New Building.

(bb) to ensure that the Fire Detectors and the Fire Detection System installed in the Unit is properly and timely maintained by the Purchasers(s) at their cost.

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

(dd) not to play or use at the Unit any equipment that is audible in the common parts or outside the New Building

(ee) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the New Building complex.

(ff) Save and except the Broadband connection provided by the service provider in the new building no radio or television aerial or other any other aerial shall be attached to or hung from the exterior of the New Building. Further no antenna or aerial is also allowed to be installed on the roof.

(gg) not to disturb and/or uninstall ever in future the Developer's logo and/or the project name placed on the main entrance gate, boundary wall and the ultimate roof of the new building at the said Property and to maintain the same in proper order and manner.

(hh) Except the immediate preceding sub-clause, these rules may be added to, amended or repealed at any time by the Developer and after formation of the Association by the Association. However any such change and/or amendment should not be inconsistent hereto.

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

a) Not to use the common areas and installations including the roof of the said two residential buildings 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.

b) The undivided share in the land below and underneath the two residential buildings comprised in the said premises hereby sold and transferred and attributable to the Said Unit shall always remain indivisible and impartible.

c) Upon the Purchasers fulfilling his/her obligations and the covenants hereunder, the Developer or the Maintenance-In-Charge shall manage and maintain and control the Common Areas of the said premises and shall do all such acts deeds matters and things as may be necessary or expedient for the common purposes and the Purchasers shall co-operate with the Developer or the Maintenance-In-Charge with regard to payment of the proportionate share of the Municipal rates and taxes and other outgoings and the common expenses.

VI. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows :-

a) The Developer shall have the right to grant to any person the exclusive right to park car in or at the car parking spaces or otherwise use and enjoy or any other purposes, the side, front and back open spaces surrounding the two residential Buildings and also the covered spaces in the ground floor of the Complex (including car parking spaces but not the one expressly provided for to the Purchasers under this Indenture).



b) The proportionate share of the Purchasers in various matters referred to herein shall be such as be determined by the Developer/Maintenance in charge and the Purchasers shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

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

**ALL THAT** the land measuring 3 Bighas 15 Cottahs 12 Chittacks and 7 sq. ft. equivalent to 5067.59 sq. mtrs. more or less as per Deeds but on actual measurement containing an area of 3 Bighas 10 Cottahs 12 Chittacks 26 sq. ft. equivalent to 4734.96 sq. mtrs. more or less situate lying at and being Premises No.76/1B, Bidhan Sarani (formerly Cornwallis Street) in Sutanutty in the North Division of the town of Kolkata, Police Station Burtolla, Ward No. 16, under the limits of Kolkata Municipal Corporation, Kolkata 700 006 Sub-Registry Office Kolkata and butted and bounded in the manner as follows :-

<b>ON THE NORTH</b>	:	Portion of 76/1, Bidhan Sarani, Kolkata, partly by Burtolla Police Station and partly by Raja Rajkrishna Street
<b>ON THE EAST</b>	:	Partly by Premises No.3, Raja Rajkrishna Street, and partly be 36A, Sahitya Parishad Street, Kolkata
<b>ON THE SOUTH</b>	:	Portion of 76/1A, Bidhan Sarani, Kolkata, partly by 36/6/1 and Partly by 36/7, Sahitya Parishad Street and Partly Sahitya Parishad Street, Kolkata
<b>ON THE WEST</b>	:	Partly by Bidhan Sarani, Kolkata

**OR HOWSOEVER OTHERWISE** the said messuage land hereditament and premises or any part thereof now are or in or heretofore were or situated butted bounded called known numbered described and distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**PART I**  
**(THE FLAT/UNIT)**

**ALL THAT** the **Flat/Unit No.** \_\_\_\_\_ containing a Carpet area of \_\_\_\_\_ sq.ft. corresponding to built-up area of \_\_\_\_\_ **sq. ft.** more or less be the same a little more or less on the \_\_\_\_\_ **Floor** of Tower no \_\_\_\_\_ of the New Building known as "**SIGNUM ARISTO**" at the said premises described in the **First Schedule** hereinabove shown and delineated in the plan annexed hereto, being Annexure "**A**" duly bordered thereon in "**RED**" TOGETHER WITH the undivided variable proportionate indivisible share in the land comprised underneath the building wherein the said flat is situate **Together With** the undivided variable proportionate indivisible part or share in the common areas, common facilities and amenities of the said New Building and the said Property more fully and particularly described in the **Third Schedule** written hereunder.

**PART-II**  
**(CAR PARKING SPACE)**

**ALL THAT right to park** \_\_\_\_ open parking space in the ground level being No..... and \_\_\_\_ car in the covered Car parking space in the Basement/Ground floor/mechanical parking being No..... of the Complex shown and delineated in the plan annexed hereto, being Annexure "**B**" duly bordered thereon in "**BLUE**".

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**COMMON AREAS, FACILITIES AND AMENITIES**

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building complex and main gates.
7. Water pump and motor with installation and room therefore.
8. Bore well, Tube well water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.

9. D.G. transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lifts, Lift Rooms, Lift shafts and their accessories installations and spaces required therefor.
13. Intercom and the installation and the space required therefor.
14. Fire equipments and its installations, Fire Pump and Pump Room and its installation.
15. Air Conditioned Community Hall on the 1<sup>st</sup> Floor and the installation and space required therefor.
16. Gymnasium and the equipments installed thereat.
17. Games Room and the equipments installed thereat.
18. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) Roof of the Commercial Building (II) part of the top roof of the residential buildings not meant for common use including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (III) the Parking spaces of the Buildings (Save and except the parking space to be allotted to intending purchasers, (IV) the elevation and the exterior of the Buildings and (V) Such other open and covered spaces which are herein expressed.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**  
**COMMON EXPENSES**

The Purchasers shall be liable to pay the proportionate share of the under mentioned common expenses incurred for upkeep and maintenance of the common areas, facilities and amenities of the two residential buildings and the common areas, facilities and amenities between the residential buildings and the commercial building and such apportionment shall be made by the Developer in proportion to the area of the flat of the respective purchasers.

1. All costs of maintenance, operations, repairs, replacements, renewal of licences, services, white washing, painting, rebuilding, reconstructing, decorating, redecorating of all common parts and areas, its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building.

2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, gardeners, sweepers etc.
3. Payment of insurance premium for insuring the said building and every part thereof against earthquake, damages, fire, lightning, mob violence, civil commotion etc and also payment of renewal premium from time to time.
4. Expenses for supplies of common utilities including electricity, water etc. payable to the concerned authorities and/or organization and also payment of all charges incidental thereto for utilization of such services for common parts portions and areas of the buildings/Complex and also the charges incurred due to loss of electricity while in transmission to the Developer.
5. Municipal rates and taxes for common part portions and areas and also for the said Flat until it is separately assessed and wholly upon the Flat being separately assessed.
6. All operational and maintenance costs for maintaining the various plants and equipments like lifts, generator water pump, tube-well, transformer.

All such other expenses and outgoings as are deemed by the Developer and/or the Association to be necessary for or incidental to for replacement renovation painting or repairing of common parts and portions in particular and also for upkeep of the building in general and also for rendition of the utility services.

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

**SIGNED SEALED AND DELIVERED**

by the said **VENDOR** in the presence of  
:-

**SIGNED SEALED AND DELIVERED**

by the said **DEVELOPER** in the  
presence of :-

**SIGNED SEALED AND DELIVERED**

by the said **PURCHASERS** in the  
presence of :-

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

**MEMO OF CONSIDERATION**

CHEQUE NO.	DATE	BANK	AMOUNT
		<b>Total</b>	<b>:</b>

**(RUPEES \_\_\_\_\_ ONLY).**

\_\_\_\_\_  
**Signature of the Vendor**

**WITNESSES :**

**R E C E I V E D** of and from the within-named Purchasers the within mentioned sum of **Rs.** \_\_\_\_\_/- **(Rupees \_\_\_\_\_ only)**

\_\_\_\_\_ ) being the consideration money as per Memo below:

**MEMO OF CONSIDERATION**

<b>CHEQUE NO.</b>	<b>DATE</b>	<b>BANK</b>	<b>AMOUNT</b>
		<b>Total</b>	<b>:</b>

(**RUPEES** \_\_\_\_\_ **ONLY**).

\_\_\_\_\_  
**Signature of the Developer**

**WITNESSES** :

#####  
**DATED THIS DAY OF 2018**  
#####

**BETWEEN**

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.... **VENDOR**

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....  
**DEVELOPER**

- **A N D** -

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.... **PURCHASERS**

**CONVEYANCE**

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