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THIS INDENTURE made this _____ day of _____, Two Thousand Twenty One **BETWEEN 1) JAGRITI TOWERS PRIVATE LIMITED**, having PAN **AABCJ5699L**, having CIN _____, a company within the meaning of the Companies Act, 2013 having its registered office at Premises No. 2B, Mahendra Road, Post Office-Bhowanipore, Police Station-Bhowanipore, Kolkata-700 025, represented by its directors Smt. Sonam Bajoria, wife of Amit Bajoria, having PAN AHCPB2460Q, having Aadhar No. _____, residing at Premises No.2/2A, Mahendra Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata 700025, and Miss Priyanka Trivedi daughter of Jay Narayan Trivedi having PAN AMSPT8284B, having Aadhar No. _____, having Mobile No. _____, residing at Premises No.7C, Priyanath Mullick Road, Post Office. Bhowanipore, Police Station. Bhowanipore, Kolkata-700025 **(2) PASTEL VANIJYA PVT. LTD.** having PAN **AAECP0892J**, having CIN _____ a company within the meaning of the Companies Act 2013 having its registered office at Premises No. 2B, Mahendra Road, Post Office Bhowanipore, Police Station-Bhowanipore, Kolkata-700 025, represented by its directors Smt. Sonam Bajoria, wife of Amit Bajoria, having PAN AHCPB2460Q, having Aadhar No. _____, having



Mobile No. _____, residing at Premises No.2/2A, Mahendra Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata 700025 and Mr. Sumanta Chakraborty son of Subal Chakraborty, having PAN AEWPC5401P, having Aadhar No. _____, having Mobile No. _____ residing at Premises No. 23, Janata Sarani, Uttarpara, Kotrung (M), Hooghly, Hindmotor, Post. Office Hindmotor, Police Station Uttarpara Pin-712233 hereinafter jointly referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors successors-in-interest and assigns) of the **ONE PART**:

AND

(1) _____, son of _____, having **PAN** _____, having **AADHAAR NO.** _____, having **Mobile No.** _____ by occupation _____ by faith Hindu, by Nationality Indian, residing at _____ Post Office _____ Police Station _____ Kolkata-700136, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**:

WHEREAS:

A. By an Indenture of Conveyance dated the 25th day of September, 2017 made between Naktala Iron Works a partnership firm represented by its partners namely Narendra Shah and others therein referred to as the Vendor of the First Part and one Smt. Sunita Pratap therein referred to as the Confirming Party of the Second Part and the Vendors herein therein referred to as the Purchasers of the Third Part and registered at the Office of the Additional Registrar of Assurance-I, Kolkata, in Book No. I, Volume No. 1901-2017, Pages 77709 to 77758 for the year 2017, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All that the piece and parcel of land containing an area of 18 cottahs and 7 chittacks be the same a little more or less together with the temporary structure standing thereon situate lying at Premises No. 4Q Naktala Road more fully and particularly described in **Part II of the First Schedule** hereunder written (hereinafter referred to as the **said Premises**).

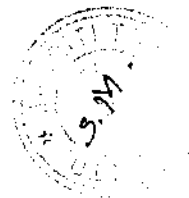
S.M.

B. The Vendors have caused a building plan sanctioned by the Kolkata Municipal Corporation being Building Plan 2019100004 dated 09.04.2019 (herein after referred to as the **said Sanctioned Plan**), for construction of a Ground plus Eleven (G+11) storied 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 temporary structure thereon.

C. Being desirous of acquiring a residential unit thereat, the Purchaser has applied to the Vendors for allotment of one such residential unit.

D. In acceptance of such application the Vendors issued a Letter of Allotment dated _____ favouring the Purchaser.

E. By an Agreement for Sale dated ____ **day of** ____, **20**__ made between the Vendors herein therein referred to as the Vendors of the One Part, and the Purchaser herein therein referred to as the Purchaser of the Other Part (hereinafter referred to as said **Sale Agreement**), the Vendors had agreed to sell and the Purchaser has agreed to purchase **All that** the residential **Unit No.**____ containing a carpet area of _____ Sq.ft. be the same a little more or less and exclusive balcony area of _____ Sq.ft. be the same a little more or less (built-up area of _____ Sq.ft) be the same a little more or less on the _____ **Floor** of the building known as "**ASPIRATION IRIS**" more fully and particularly described in **Part-I** of the **Second Schedule** hereunder written Together With the undivided proportionate impartible part or share in the land beneath the said building attributable thereto more fully and particularly described in the **Part II** of the **First Schedule** thereunder written as also **Part-II** of the **First Schedule** hereunder written Together With **All that** the right to park one motor car in the Car Parking Space more fully and particularly described in **Part-I** of the **Second Schedule** thereunder written as also **Part-I** of the **Second Schedule** hereunder written and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part I** and **Part II** of the **Third Schedule** hereunder written (hereinafter collectively referred to as the **said Apartment**) at and for the consideration therein mentioned and on the terms and conditions appearing in the said Sale Agreement forming part of the said agreement and on the other terms and conditions therein contained free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions, attachments, trusts of whatsoever nature.



F. The Purchase herein has approached the Vendors herein to execute the Deed of Conveyance of the said Apartment in his favour and the Vendors herein have so agreed to.

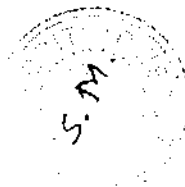
G. In pursuance of and in terms of the said plans and the Vendors have completed construction of the project namely "**ASPIRATION IRIS**" on the piece and parcel of the land described in the **Part - II** of the **First Schedule** hereunder written and obtained the Completion Certificate dated the ___ day of ____ 2020 being no. _____ from the Kolkata Municipal Corporation.

H. At or before execution of this Indenture, the Purchaser has inspected, investigated and satisfied himself/herself/themselves as follows:-

- i) the title of the Vendors to the said Premises;
- ii) the said plans;
- iii) the workmanship, specifications, materials used in the said Apartment;
- iv) the structural stability of the building;
- v) the right of the Vendors to sell and transfer the said Apartment;
- vi) the carpet area of the said Apartment and the proportionate common service area, facilities and amenities;
- vii) the location of car parking space and garden space, if any.

I. The terms and conditions rights and obligations contained in the said Sale Agreement would apply to this Indenture as far as possible or applicable or practicable.

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



ASSOCIATION - shall mean any company under the Companies Act, 2013 or an Association of Allottees in the Project duly formed by the Vendors under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.

BUILDING - shall mean the new building to be constructed on the said Premises or on the part thereof containing several independent and self contained residential apartments, parking spaces and other constructed areas.

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

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

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

COMMON AREAS- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written.

COMMON FACILITIES AND AMENITIES: shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder written. It is agreed that some of the common areas and facilities i.e. the air conditioned gymnasium, air conditioned community hall, situate in the said premises shall be jointly used by the Allottees with the allottees of units situated at the adjacent Premises i.e. 4/1A Naktala Main Road.



COMMON MAINTENANCE EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottee(s) as mentioned in the **Fourth Schedule** hereunder written and shall be maintained by the Association which shall jointly be formed by the allottees of the Premises Nos. 4Q Naktala Main Road and 4/1A Naktala Main Road.

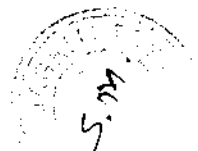
CO-TRANSFEREES - shall mean all the buyers/owners who for the time being have either completed the purchase of any Unit in the tower or have agreed to purchase any Unit in the tower and have taken possession of such Unit.

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

PARKING SPACE - shall mean the spaces at the ground floor level of the building expressed or intended to be reserved for parking of four wheelers.

PLAN -shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No.2019100004 dated 9th day of April, 2019 for construction of the **Ground plus Eleven (G+11)** storied building consisting of self contained independent residential apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof known as "**ASPIRATIONS IRIS**" and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules

PROJECT - shall mean the residential project known as "**ASPIRATIONS IRIS**" comprising of one building containing Ground plus Eleven (G+11) stories containing self contained independent apartments and the car parking spaces whether open or covered within the project and the Common Areas, Common Facilities and Amenities constructed by the Vendors in terms of the Plan on the said



Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.

SAID APARTMENT - shall mean 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. be the same a little more or less (built-up area of ___ Sq.ft) be the same a little more or less on the ___ **Floor** of the building known as "**ASPIRATIONS IRIS**" more fully and particularly described in Part I of the Second Schedule hereunder written together with the proportionate part or share in the common areas of the Project more fully and particularly described in the **Part-I** of the **Third Schedule** hereunder written Together with the said Share more fully and particularly described in the **Part-II** of the **First 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 purchasers and together with the right to park a car in the parking space No. ___ more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written.

SAID PREMISES - shall mean **ALL THAT** the piece or parcel of land containing an area of 18 Cottahs 7 Chittacks be the same a more or less situate lying at Premises No.4Q Naktala Road, Post Office Naktala, Police Station- Purba Jadavpur (formerly Tollygunge) Kolkata 700047, Ward No.100, Sub-Registry office Alipore, comprised in Mouza Naktala, Touzi No.66, Pargana Khaspur, Police.Station. Sadar Tollygunge, Cadastral Survey Khatian Nos.79 and 80 and Dag Nos.122/508 and 178 and being portion of premises No.4, Naktala Road of the Corporation of Calcutta within the District of the then 24-Parganas more fully and particularly described in **Part II** of the **First Schedule** hereunder written

SAID SHARE - shall mean proportionate undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the purchasers.

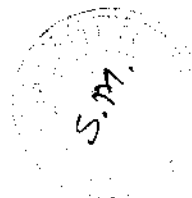
SERVICE INSTALLATIONS - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.



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

NOW THIS INDENTURE WITNESSETH THAT :-

I. In pursuance of the said agreement and in consideration of the sum of **Rs.** _____ **/- (Rupees _____ only)** paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge and from the payment of the same and every part thereof doth hereby acquit, release and discharge the Purchaser and the unit hereby intended to be sold and transferred), the Vendors do and each of them doth hereby grant transfer convey assure and assign unto and in favour of the Purchaser All that the residential **Unit No.** _____ containing a carpet area of _____ Sq.ft. be the same a little more or less and exclusive balcony area of _____ sq.ft. be the same a little more or less (built-up area of _____ Sq.ft.) be the same a little more or less on the _____ **Floor** of the building known as "**ASPIRATIONS IRIS**" 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 and bordered in colour **RED** thereon Together With the undivided proportionate impartible part or share in the land underneath the said building attributable thereto comprised in the said Premises more fully and particularly described in **Part II** of the **First Schedule** hereunder written **Together With** All That the right to park **one** covered car parking space **being no.** _____ in the groundfloor level of the said building more fully and particularly described in **Part-I** of the **Second Schedule** and shown and delineated in the map or plan annexed hereto and bordered in colour **GREEN** thereon and Together With the undivided, proportionate indivisible part or share in the common areas, amenities and facilities of the said building as also in the said Project more fully and particularly described in the **Part II** of the **Third Schedule** hereunder written, (hereinafter collectively referred to as the **Said Apartment And The Rights And Properties Appurtenant Thereto**) absolutely and forever free from all encumbrances charges liens attachments trusts whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas amenities and facilities in common with Co-Transferees and the other lawful occupants of the said 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



Apartment And the Rights And Properties Appurtenant thereto **TOGETHER WITH** all rights, liberties, privileges, easements and appurtenances whatsoever of the Vendors into or upon the said Apartment and the said Undivided Share hereby conveyed **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever and free from all encumbrances subject to payment of such common maintenance expenses as mentioned in the **Fifth Schedule** mentioned in the Said Agreement for Sale.

AND THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary, the Vendors have now is lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the Said Apartment And The Rights And Properties Appurtenant thereto hereby granted, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use, trust, encumbrances or otherwise whatsoever to alter, defeat, encumber or make void the same.
- (b) AND that notwithstanding any act deed or thing whatsoever as aforesaid, the Vendors now have good right, full power and absolute authority to grant, transfer and assign All that 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 in the manner aforesaid.
- (c) AND that the Said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispensens, debutter or trusts made or suffered by the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And The Rights And Properties Appurtenant thereto.



- (d) AND that the Purchaser 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 the rents, issues and profits thereof of the Said Apartment without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or any persons having or lawfully or equitably claiming as aforesaid.
- (e) AND that the Purchaser shall be kept free, clear and absolutely discharged, saved, harmless and kept indemnified against all estates charges encumbrances liens attachments lispensens debutter or trust claims and demands whatsoever created occasioned or made by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.
- (f) AND further that the Vendors 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 under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and at the costs of Purchaser make, do, execute or cause to be done and executed all such 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 in the manner aforesaid as shall or may be reasonably required.
- (g) AND also the Vendors have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby 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 or encumbered or affected in title or otherwise.
- (h) The Vendors shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or his Attorney or agents or before any Court,



Tribunal, Board Authority or firm for inspection or otherwise as occasion shall require the title deeds in connection with the said Property and also shall at the request and costs of the Purchaser deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe, unobliterated and uncanceled.

II. THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNDIVIDED SHARE HEREBY CONVEYED AND THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO CONSTRUCTED BY THE VENDORS AS FOLLOWS:-

- a) The Purchaser has read and understood the terms of the Agreement for Sale, which is treated as part of this Indenture, and has accepted the terms and conditions thereof. The Purchaser doth hereby covenants with the Vendors to be always bound by the same and shall not violate the same in any manner whatsoever.
- b) to co-operate with the Maintenance In charge and other Purchasers in the management and maintenance of the building and the Project and other Common Purposes and formation of the Association.
- c) 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 said building and the said Project and in particular the Common Areas, Amenities and Facilities of the said Project and other common purposes.
- d) to use the Apartment only for residential purpose in a decent and respectable manner and for no other purpose and not to use the said Unit or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Co-Purchasers/ occupiers of the other portions of the said building and/or to the other owners and occupiers of the said Project or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering



Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

e) not to subdivide the said Unit and/or the parking Space if allotted or any portion thereof.

f) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Apartment and proportionately for the new building and/or common parts/areas and wholly for the said Apartment and/or to make deposits on account thereof in the manner mentioned in the Agreement for Sale to the Vendors and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Unit has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Vendors and upon formation of the Association to such Association.

g) To pay charges for electricity in relation to the said Unit wholly and proportionately relating to the common parts.

h) To maintain or remain responsible for the structural stability of the said Unit and not to do anything which would have the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment any goods which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.

i) not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of his own car.

j) not to park car on the pathway or open spaces of the building at any other place except the space allotted to them and shall use the pathways as would be decided by the Developer.

k) 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 with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other Co-owner of the building and none else.



- l) not to allow watchman, driver, domestic servants or any other person employed by the Purchaser or his agents to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
- m) unless the right of parking motor car is expressly granted and mentioned in the **Part II** of the **Second Schedule** hereunder written, the Purchaser shall not park any motor car or any other vehicle at any place in the building (including in the open space at the said project) and if the right to park car is so expressly granted and mentioned in the **Part II** of the **Second Schedule** Schedule the Purchaser shall use the Car Parking Space/s only for the purpose of parking of his four wheeler.
- n) not to keep in the parking place anything other than private four wheeler. Dwelling or staying of any person in the said car parking space or blocking by putting any articles shall not be permitted. No vehicle belonging to the Purchaser or to a member of the family or guest, tenant or lessee shall be parked anywhere in the open space save and except the guest parking space specially designated for the same or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- o) not to use any part of the or other Common Areas of the building and the said Project for bathing, washing car or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Co-transferees.
- p) to use the Common Areas only to the extent required for ingress to and egress from the said Apartment of men and materials and passage of utilities and facilities.
- q) 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 building and the said project.
- r) not to claim any right whatsoever or howsoever over any other Apartment or portion of the building.
- s) not to claim any right of whatsoever nature over and in respect of any terrace appurtenant to any Apartment and not specifically



allowed to be used by the Purchasers, and the same shall remain the exclusive property of the Vendors or of apartment owner to whom specific right is or to be so granted.

t) 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 said Apartment save and except a letter-box in the ground floor at the designated place as be expressly approved or provided by the Vendors and a decent nameplate or signage outside or above the main gate of his Apartments. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Apartment.

u) not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Maintenance in-charge in writing or in the manner as same as may be in which it was previously decorated.

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

w) to keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartment/parts of the building and not to do or cause to be done anything in or around the said 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 said Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the Unit or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

x) 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 said Apartment.



y) maintain at his own costs, the said 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, Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESE, and/or any statutory authority and/or local body with regard to the user and maintenance of the said Apartment as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the building and the project and to make such additions and alterations in or about or relating to the said Apartment and/or the building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Vendors 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 Vendors 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.

z) to apply for and obtain at his own costs separate assessment and mutation of the said Apartment in the records of the Kolkata Municipal Corporation and the Vendors shall give its consent for the same, if required.

aa) 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.

bb) 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 in the building or in the project by the Maintenance In-charge.

cc) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the said Apartment or any part of the building or the project 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 Maintenance in-charge.

dd) not to change or in any way, vary the frontage or the entrance door of the said Apartment approved by the Vendors or Maintenance in-charge for access to the said Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Vendors or Maintenance in-charge, which shall not to be unreasonably withheld.

ee) to insure and keep insured the said Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Maintenance In-charge on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-Indemnity Clause and if the Purchaser at any time fails to keep the said Apartment insured as aforesaid, Maintenance in-charge may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Purchaser to Maintenance in-charge. Maintenance in-charge and/or the respective holders of areas in rest of the building shall insure their respective area as such policy shall include similar cross indemnity clause covering the Purchaser for similar risks from the third party liabilities arising from the other parts of the building.

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

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

hh) not to store any combustible or inflammable articles inside the said Apartment or in part or portion of the building and the said Project except the cooking gas for cooking purpose.

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

S.M.

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

kk) no bird or animal shall be kept or harboured in the common area of the building and the said project.

ll) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the building and the said Project.

mm) no radio or television aerial/antenna or any other aerial/antenna shall be attached to or hang from the exterior of the building. Further no antenna or aerial is also allowed to be installed on the roof.

nn) no Purchaser 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 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 the said Apartment which shall cause disturbance or annoyance to the other occupants/residents of the building.

oo) 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.

pp) not to use any part of the common areas for social and public gathering and not to allow children play in the public halls, stairways or elevators.

qq) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the said Apartment any weight higher 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 noisy or cause dangerous vibration or be a nuisance to the other occupants/ residents of the building.

rr) 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 said Apartment for selling of or dealing with the products or rendition



of the services from the said Apartment. As and when called upon to do so, the Purchaser shall produce before the Maintenance-In-Charge, all such permissions and licenses and if the Maintenance-In-Charge is not satisfied and required the Purchaser to obtain such other or further permissions or licenses from such authorities, the Purchaser shall forthwith cause to obtain such permissions or licenses.

ss) to permit the Vendors or Maintenance-In-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with minimum 24 hrs prior notice in writing to the Purchaser to enter upon the said Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining space for all defects, decays and want of repairs there found.

tt) no sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendors nor shall anything be projected out of any window of the Building without similar approval.

uu) 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 Apartment owner in whose Apartment it shall have been caused.

vv) 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 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.

ww) To abide by all such building rules and regulations as may be made applicable by the Vendors before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association.

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



i) In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amount payable by the Purchaser 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 Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Association interest at the rate of 12% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to :

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

ii) The Purchaser and all persons under them shall observe all the Rules and Regulations that be framed by the Association from time to time.

iii) The right of the Purchaser shall remain restricted to the respective Apartment and the properties appurtenant thereto and the Purchaser shall have no right nor shall claim any right over and in respect of any other Apartment and/or any other portions/areas of the said Project.

iv) The Purchaser shall apply for at his cost separate assessment of the said Apartment for municipal taxes and mutation of the name of the Purchaser in respect of the said Apartment in the records of the Kolkata Municipal Corporation.



v) From the date next to the date of making over possession of the said Apartment to the Purchaser, the Purchaser shall bear, pay and discharge exclusively the following expenses and outgoings:-

a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Apartment directly to the Kolkata Municipal Corporation Provided That so long as the said Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Vendors or Maintenance-In-Charge proportionate share of all such rates and taxes assessed on the building.

b) All other taxes including service tax if payable by the Maintenance-In-Charge, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or the building as a whole and whether demanded from or payable by the Purchaser or the Vendors or Maintenance-In-Charge, the same shall be paid by the Purchaser wholly in case the same relates to the said Apartment and proportionately in case the same relates to the project as a whole.

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

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

e) The recurring charges towards running and operation of the Generator will be calculated taking, fuel charges on the basis of the KWH meter and the applicable fuel rates, annual maintenance contract and monthly running and maintenance charges on the basis of the monthly rates, proportionate share of expenses of capital nature to be incurred /likely to be incurred by the Vendors or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator



and government duty at applicable rates on alternate generation of power etc., into consideration.

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

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

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

viii) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh (7th) 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 Vendors or the Maintenance-In-Charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in the event the same is left in the Unit or in the letter box in the ground floor of the building earmarked for the said Apartment or any other place earmarked for the purposes thereof in the project.



ix) Until the appointment of Maintenance-In-Charge by the Vendors, the Vendors shall be the Maintenance-In-Charge and look after the Common Purposes and the Purchaser undertakes to regularly and punctually pay to the Developer or its nominee the maintenance charges and other amounts payable by the Purchaser hereunder.

x) The Purchaser shall observe the covenants as be deemed reasonable by the Vendors or the Maintenance-In-Charge from time to time for the common purposes.

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

xii) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Vendors and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

xiii) Save and except the said said Apartment the Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartment and spaces or constructed areas or Car Parking Spaces at the building and the project and the Vendors 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 Vendors in its absolute discretion, shall think fit and proper and the Purchaser hereby consents 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 Vendors exclusively.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(DEVOLUTION OF TITLE)



A) One Robert Dalglish was seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 18 cottahs and 7 chittacks be the same a little more or less situate lying at Mouza Naktala, Police Station Tollygunge, Touzi No. 66, C.S. Khatian Nos.79 and 80, C.S. Dag Nos.122/508 and 178, in the District of the then 24-Parganas (hereinafter referred to as the said Land).

B) By a Deed of Conveyance dated the 28th day of April 1934 made between the said Robert Dalglish therein referred to as the vendor of the one part and one Shantilal Manilal, therein referred to as the Purchaser of other part and registered at the office of the Sub-Registrar Alipore in Book No. I, Volume No. 62, pages 24 to 31 Being No. 1641 for the year 1934 the said vendor therein for the consideration mentioned therein granted transferred, conveyed, assigned and assured unto and in favour of the said Shantilal Manilal All That the said Land.

C) The said Shantilal Manilal had purchased the said Land as the Karta of his Hindu Undivided Family known as "Shantilal Manilal HUF". "Santilal Manilal HUF" comprised of Santilal Manilal and his four sons, namely, (i) Narendra Shantilal; (ii) Rajendra Shantilal; (iii) Yashwant Shantilal; and (iv) Bepin Shantilal and Pradip Narendra, a minor son of the said Narendra Shantilal.

D) "Shantilal Manilal HUF" decided to sell the said Land to the family partnership business namely Naktala Iron Works.

E) In order to sell the said Land the said Narendra Santilal as father and natural guardian of his minor son Pradip Narendra applied for and obtained an order dated the 6th day of April 1961 from the Court of the Learned District Judge at Alipore in Case No. 23 of 1961 under Act XXXII of 1956, whereby the said Narendra Santilal was permitted to sell the proportionate share of his minor son Pradip Narendra in the said Land.

F) By an Indenture of Conveyance dated the 6th day of July 1961 made between the said Shantilal Manilal, Narendra Shantilal, Rajendra Shantilal, Jaswant Shantilal, Bipin Shantilal and Pradip Shantilal (minor) represented by his father and natural gurdian Narendra Shantilal therein jointly referred to as the Vendors of the one part and one Naktala Iron Works a partnership firm represented by its partners namely Smt.



Sardaben Shah and Narendra Shantilal therein referred to as the Purchaser of the other part and registered at the office of the Sub-Registrar Alipore Sadar, in Book No. I, Volume No. 100 Pages 198 to 204 Being No. 5701 for the year 1961 the said vendors jointly therein for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the said purchaser therein all that the said Land.

G) The said Sardaben Shah retired from the partnership business on 30th October 1970.

H) By an Indenture of Partnership dated the 16th Day of December 1970 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bipin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part, the said Jaswant Shah, Bipin Shah and Nalin Shah were admitted as partners to the said partnership business upon the retirement of the said Smt. Sardaben Shah.

I) The said Land was assessed and numbered as Premises No.4 Naktala Road by the then Calcutta Municipal Corporation. More fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said Premises).

J) By another Indenture of Partnership dated the 24th day of February 1981, made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bipin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Smt. Varsha Shah therein referred to as the Party of the Sixth Part, the said Shambhulal Manilal and Smt. Varsha Shah were admitted as partners to the said partnership business.

K) On 28th day of October 1981 the said Shambhulal Manilal and Bipin Chandra Shah retired from the said partnership business and in consequent to that the said Narendra Shah, Jaswant Shah, Nalin Shah and Smt Varsha Shah had jointly executed another Indenture of Partnership dated the 23rd day of January 1982 whereby and where under they had mutually



agreed and reconstituted the said partnership business along with the revised terms and conditions.

L) By another Indenture of Partnership dated the 1st day of April 1989, made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Nalin Shah therein referred to as the party of the Third Part and Smt. Varsha Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Bepin Chandra Shah therein referred to as the Party of the Sixth Part, the said Shambhulal Manilal and Bepin Chandra Shah were again admitted as partners to the said partnership business.

M) The said Premises was reassessed and renumbered by the Kolkata Municipal Corporation and known as Premises No.4Q, Naktala Road, Kolkata.

N) By an Indenture of Retirement dated the 27th day of July 1990 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bepin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Smt. Varsha Shah therein referred to as the Party of the Sixth Part, the said Smt. Varsha Shah retired from the said partnership business.

O) By another Indenture of Partnership dated the 31st day of August 1991 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Nalin Shah therein referred to as the party of the Third Part and Shambhulal Manilal therein referred to as the party of the Fourth Part and Bipin Chandra Shah therein referred to as the Party of the Fifth Part and one Kartick Shah therein referred to as the Party of the Sixth Part, the said Kartick Shah was admitted as Partner to the said partnership business.

P) The said Shambhulal Manilal died on 13th day of August 2005 leaving him surviving his only son Nalin Shah.



Q) The said Jaswant Shah died on 1st day of March 2006 leaving him surviving his widow Smt. Jyotsna Shah and only son Ketan Shah and only daughter Smt. Sunita Pratap as his legal heiresses heir and legal representatives.

R) By another Indenture of Partnership dated that 1st day of April 2013 made between the said Narendra Shah therein referred to as the party of the First Part and Nalin Shah therein referred to as the party of the Second Part and Bepin Chandra Shah therein referred to as the party of the Third Part and Kartic Shah therein referred to as the party of the Fourth Part and Ketan Shah therein referred to as the party of the Fifth Part and Smt. Jyotsna Shah therein referred to as the party of the Sixth Part the said party of the Fifth Part and Sixth Part namely Ketan Shah and Smt. Jyotsna Shah were admitted as partners to the said partnership business.

S) The Confirming Party herein relinquishes her right title and interest in respect of her undivided part or portion of the said Premises and has agreed to confirm the sale of the said Premises unto and in favour of the Purchasers.

PART - II

(SAID PREMISES)

ALL THAT the piece or parcel of land containing an area of 18 Cottahs 7 Chittacks be the same a more or less situate lying at Premises No.4Q Naktala Road, Post Office Naktala, Police Station-Purba Jadavpur (formerly Tollygunge) Kolkata 700047, Ward No.100, Sub-Registry office Alipore, in the District of South 24-Parganas comprised in Mouza Naktala, Touzi No.66, Pargana Khaspur, Police.Station. Sadar Tollygunge, Cadastral Survey Khatian Nos.79 and 80 and Dag Nos.122/508 and 178 and being portion of premises No.4, Naktala Road of the Corporation of Calcutta within the District of the then 24-Parganas.

<u>ON THE NORTH</u>	Remaining portion of Premises No.4, Naktala Road.
<u>ON THE EAST</u>	Remaining portion of Premises No.4, Naktala Road.
<u>ON THE SOUTH</u>	Naktala Road.



ON THE WEST	Remaining portion of Premises No.4, Naktala Road.
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THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

(Said Apartment)

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. more or less, exclusive triple height balcony area of sq. ft. more or less (if applicable) on the ___ **Floor** of the new building delineated and bordered in color RED in the Floor Plan being **Annexure A** hereto of the project known as **ASPIRATIONS IRIS** presently under construction written Together with the right to park in Open/Covered Mechanical Car Parking Space being No. ___ delineated and bordered in color GREEN in the Floor Plan being **Annexure B** hereto together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **PART - II** of the **THIRD SCHEDULE** hereunder and right to enjoy the Common Area more fully and particularly mentioned and described in **PART -I** of the **THIRD SCHEDULE** hereunder written to be used in common with the other Allottee (s).

PART-II

(SPECIFICATIONS)

1. **Structure-** R.C.C. frame structure;
2. **Elevation-** Aesthetic color;
1. **Wall** - Clay / Flyash Brick;
1. **Interior Finish:** Smooth finish on walls with POP/ Putty
4. **Corridor/Stairs** - Good Quality Vitrified tiles flooring;
5. **Lift Lobby** - Flooring with Tiles/Marble, Lift Facia with Granite /Tiles;



6. **Unit Flooring** – Vitrified tiles in living room , dining room , bedroom , balcony & kitchen; .
7. **Toilet Flooring** - Anti-skid tiles in toilet;
8. **Driveway/Pavement** – VDF Flooring / Paver blocks & well-illuminated green surroundings;
9. **Kitchen** – Counter with Granite slab and stainless steel sink , Ceramic tiles on wall 2 ft. above counter;
10. **Stairs/Balcony** – MS railings;
11. **Toilets** – Ceramic tiles upto door height , Sanitary Ware of reputed make;
12. **Windows** – Anodized/Powder coated aluminum windows;
13. **Main door & other doors** – Hardwood frame with solid core flush door;
14. **CP fitting** – Jaquar or Equivalent;
15. **Electrical** – Concealed copper wiring , modular plate switches of reputed make , multi-strand fire-resistant cables for better safety , geyser points in toilets, AC points , TV and telephone points in bedroom;
16. **Elevator** – Automatic passenger elevators KONE / OTIS or equivalent;
17. **Back up Generator** – Stand by generator for lights in common area , lifts and pumps with limited connection in flats at extra cost;
18. **Special Treatments** – water proofing on roof , water proofing in all toilets;
19. **Security System** – CCTV installation/ Intercom Facility



- 20. Fire Protection System** – Adequate fighting equipment and fire alarm system will be installed to protect against any fire hazards. Fire detection and fire fighting systems will be installed as per the guidelines of the West Bengal Fire and Emergency Services.

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



10. The Allottee (s) has/have been made aware and has/have unconditionally agreed that the occupants/allottees of the adjacent premises being Premises No. 4/1A Naktala Main Road shall also have complete and unhindered use and access to some of the Common Areas, Common Amenities and Facilities of the Project i.e. Air Conditioned Community Hall, Air Conditioned Gymnasium, lawn and Children Play Area mentioned above.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **MAINTENANCE IN CHARGE:** Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Vendors or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.



5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE**: 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).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors and/or the Maintenance in charge for the common purposes.

All the maintenance charges shall be collected and the common expenses and maintenance of Premises Nos. 4Q Naktala Main Road and 4/1A Naktala Main Road shall be borne and paid by the Association that shall jointly be formed by the Allottees of both the premises.

IN WITNESS WHEREOF the Parties hereto have hereunto set

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 **VENDORS** in the presence
of :-

SIGNED SEALED AND DELIVERED



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

Drafted by :

(SOMALI BHATTACHARYA)
Advocate
E. No. 1473/2004
High Court, Calcutta

RECEIVED of and from the within-named Purchasers the within-mentioned sum of Rs. _____/- (**Rupees** _____ **Only**) being the full consideration money as per Memo below:

MEMO OF CONSIDERATION

DATE	CHEQUE NO.	BANK AND BRANCH	AMOUNT (RS.)



TOTAL :			

(RUPEES

ONLY)

WITNESSES :



DATED THIS DAY OF 2021
#####

BETWEEN
JAGRITI TOWERS PRIVATE
LIMITED & ANR.
..... VENDORS

- A N D -

..... ALLOTTEE(S)

C O N V E Y A N C E

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

