

THIS INDENTURE made this day ofTwo Thousand(20.....), **(1) RAJ KUMAR GANDHI** (PAN ADLPG9842N and Aadhaar No. 695633831863), by nationality Indian, by caste Hindu, son of Gokal Chand Gandhi, by occupation Business, **(2) JAYSHREE GANDHI** (PAN ADMPG2541B and Aadhaar No. 872529005581), by nationality Indian, by caste Hindu, wife of Raj Kumar Gandhi, by occupation Business, both residing at 2C, Dover Road, Post Office and Police Station Ballygunge, Kolkata – 700019 and **(3) RICHA FISCAL SERVICES PRIVATE LIMITED** (PAN AACCR2630N & CIN U65922WB1990PTC049074), a Company incorporated under the Companies Act, 1956, having its registered office at 310, Commercial Point, Premises no. 79, Lenin Sarani, Post Office and Police Station Taltala, Kolkata – 700013, being represented by its Constituted Attorney, **MANUSHREE DEVELOPERS LLP** (PAN ABJFM9962F and LLPIN AAN-3933), a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700026, under a Registered Development Power of Attorney dated 26th August 2020 being no.160204742 for the year 2020, represented by their Authorized Signatory (PANand Aadhaar No.), by nationality Indian, by caste Hindu, son of, by occupation, residing at, vide Board Resolution dated....., 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 in case of companies their respective successor or successors-in-interest and assigns and in case of Limited Liability Partnerships their present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business and assigns) of the **FIRST PART**:

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AND

MANUSHREE DEVELOPERS LLP (PAN ABJFM9962F and LLPIN AAN-3933), a limited liability partnership incorporated under Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its Authorized Signatory, (PANand Aadhaar No.), by nationality Indian, by caste Hindu, son of, by occupation, residing at, vide Board Resolution dated....., hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) **of the SECOND PART.**

AND

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

[If the Purchaser is a company]

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

[OR]

[If the Purchaser is a Partnership]

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

[OR]

[If the Purchaser is a HUF]

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

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

W H E R E A S :

A.

.....

 (hereinafter referred to as the **said Land**) free from all encumbrances, charges, liens, lis pendense, acquisitions, requisitions, trusts of whatsoever nature more fully and particularly described in the **Part I** of the **Schedule A** written hereunder and delineated on the Plan being **Annexure A** hereto and bordered in colour thereon, which will appear from the devolution of title more fully described in the **Part II** of the **Schedule A** here under written.

A. By and under a Development Agreement dated 26th August, 2020 made between the above-named owners as Owners therein and the Promoter hereto as Developer therein and registered with the office of District Sub Registrar-II, South 24 Parganas in Book No. I, Volume No.1602-2021, Pages 267794 to 267857, Being No.160206775 for the year 2021, the Owners in consultation with each other had jointly granted the exclusive right of development in respect of the said Land and construction of a new residential project, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein (hereinafter referred to as the **said Development Agreement**).

C. The Promoter had applied for and obtained sanction of the building plan vide plan no.2021010035 dated 13.08.2021 from the Kolkata Municipal Corporation (hereinafter referred to as the said plan and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and commenced construction of a residential project comprising of one Tower/Building having basement and ground plus eighteen (B+G+18) upper floors and various car parking spaces comprising of several apartments, common areas and other facilities and altogether known as "**Vinayak Aquasa**" (hereinafter referred to as the **said Complex/Project**). The Promoter agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9 (3) of the Rules and other laws as applicable..

D. The Promoter registered the said Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (the Act) having Registration No.

E. The Promoter was granted permission to commence construction of the project by the _____ on _____, 2021.

F. The Allottee(s) had applied for allotment of a residential apartment in the said Project vide Application No. dated and in response thereto, by an Agreement For Sale dated the, 20.... made between the parties hereto (hereinafter referred to as the **said Agreement**) registered with the in Book No., Volume No. Pages to Being No. for the year 20... and on the terms and conditions mentioned therein the Vendors herein had agreed to sell, the Promoter herein had agreed to construct and the Allottee(s)

herein had agreed to purchase **All That** the **2/3 BHK** residential **Apartment No.**__ containing a carpet area of ____ Sq. Ft., together with Exclusive Balcony Area of ____ Sq. Ft. (total Built-up area being ____ Sq. Ft. and total Super Built-up area being ____ Sq. Ft. more or less) on the _____ side of the **Floor**, together with Exclusive Right to use the **Open Terrace** adjoining the said Apartment containing an area of ____ Sq. Ft., be the same a little more or less on the ____ **Floor** of the **Block/Tower No.**__ of the Project known as **“VINAYAK AQUASA”** and Together with the proportionate undivided indivisible impartible share in the said land in the Project attributable to the apartment together with right to park **One** car at the mechanical **open/covered** parking space in the Basement/Ground level **being no.**__ situated within the said Project more fully and particularly described in **Part-I** of the **Schedule B** there under written (hereinafter collectively referred to as the **“said Apartment”**) together with Right to Enjoy the Common Areas and Common Facilities and Amenities more fully and particularly mentioned and described in the **I and II** of the **Third Schedule** there under written to be used in common with the other Allottee(s)/Purchaser(s) (hereinafter collectively referred to as the **said Apartment**) at and for the consideration of **Rs...../- (Rupees only)** excluding GST, other extras and deposits and taxes as applicable thereon and other terms and conditions contained therein.

H. In pursuance of the said Plan the Promoter has at its own costs and expenses duly constructed, erected and completed construction of the said Project known as **VINAYAK AQUASA** comprising several independent Apartments and covered/open/mechanical car parking spaces thereat.

I. The Promoter herein has obtained the Completion Certificate/Provisional Completion Certificate/Provisional Occupancy Certificate bearing No..... dated issued by the, in respect of Tower No..... of the said Project.

J. Pursuant to receipt of the Completion Certificate/Provisional Completion Certificate/Provisional Occupancy Certificate, the Promoter has issued a Possession Notice dated _____ to the Allottee(s), and the Allottee(s) being in compliance with the provisions of the Agreement for Sale and paying all amounts due with respect to the said Apartment in accordance with the terms thereof, the Vendors and the Promoter have now agreed to execute this Deed in favour of the Allottee(s) subject to the terms and conditions as set forth herein.

K. At the request of the Allottee(s) and pursuant to the said Agreement for Sale, though the Vendors and the Promoter have agreed to transfer the the undivided proportionate impartible part or share in the land comprised in the said land more fully and particularly described in the **Schedule “A”** hereunder written, attributable to the said Apartment to the Allottee(s), the Allottee(s) shall pursuant to the provisions of the said Act transfer the common areas in favour of the Association to be formed for the said Project at a later stage under section 10 of the West Bengal Apartment Ownership Act.

L. The Allottee(s) has/have also inspected, investigated and satisfied himself/herself/themselves as to and as follows:-

- a) the title of the Vendors to the said Land;

- b) the right of the Vendors and the Promoter to sell/transfer the said Apartment;
- c) the said Plan and the Completion Certificate/Provisional Completion Certificate/Provisional Occupancy Certificate;
- d) all the documents as recited in the Part I of the Schedule A hereunder written;
- e) the carpet area of the said Apartment and the pro rata share in the Common Areas;
- f) the area, type and location of the car parking space, if any;
- g) the area and location of balcony and open terrace, if any;
- h) the Common Facilities and Amenities of the Tower and the said Project.
- i) The Common Areas of the said Project;
- j) the construction of the said Apartment has been made as per the agreed specifications, fittings and fixtures.

NOW THIS INDENTURE WITNESSETH as follows:

I. DEFINITION:

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

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

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

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

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

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

II. INTERPRETATION:

- 2.1.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;
- 2.1.2 Words in singular shall include the plural and vice versa;
- 2.1.3 Reference to a gender includes a reference to all other genders;
- 2.1.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 2.1.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Deed;
- 2.1.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Deed;
- 2.1.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.
- 1.2.8 In the event of any inconsistency between what has been stated in the Allotment Letter and/or Agreement for Sale and the clauses of this Deed, then in respect to such inconsistency and/or contradiction, the provisions of this Deed shall prevail.

III In pursuance of the said agreement and in consideration of the aforesaid sum of **Rs...../- (Rupees only)** of the lawful money of the Union of India well and truly paid by the Allottee(s) to the Promoter (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment and properties appurtenant thereto) the Vendors do and each of them doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee(s) **All that** the 2BHK/3BHK Residential **Apartment No.....** containing a carpet area ofsq. ft. (equivalent to a super built up area ofsq. ft.) be the same a little more or less, together with exclusive balcony area of ... sq.ft., if any, on the **Floor** of the block/tower of the Project known as **VINAYAK AQUASA** more fully and particularly described in the **Schedule B** here under written and delineated on the Floor Plan being **Annexure B** hereto and bordered in colour.....thereon, constructed and completed as per the said Plan Together with the proportionate impartible undivided share in the land beneath the said Tower of the said Project attributable thereto Together With Right to Park medium size motor car(s) in one/two Open/Covered/Independent/Dependent/Mechanical Car parking Space being no....., having an area of sq. ft. at the Ground Level/at the Basement more fully and particularly described in the **Schedule B** here under written and delineated on the Plan being **Annexure C** hereto and bordered in colour thereon and pro rata common areas of ____ **sq.ft.** of the Project more fully and particularly mentioned

and described in the **Part I of the Third Schedule** here under 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** here under written to be used in common with the other Allottee(s)/Purchaser(s) of the said Tower and the said Project, (hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, amenities and facilities in common with the other Purchasers and the other lawful occupants of the said Project **AND TOGETHER WITH** all easements or quasi-easements rights more fully described in the **Schedule** here under written and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee(s).

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

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

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

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

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

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

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

b. to strictly follow and adhere, to the rules and regulations including, but not limited to, the rules, regulations and restrictions more fully described in the **Schedule "F"** here under written and/or the terms and conditions as may be decided by the Association upon formation thereof with regard to the usage and timings fixed, in respect of the Common Areas, Common Facilities and Amenities provided in the Project, in particular and to pay for maintenance of such areas, facilities, amenities and electricity charges, as may be fixed or determined by the Promoter and/or Project Maintenance Agency and/or the Association of Allottee(s) upon formation thereof from time to time.

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

a) From the date next to the date of making over possession of the said Apartment to the Allottee(s), the Allottee(s) shall bear, pay and discharge exclusively the following expenses and outgoings to the Promoter and/or Project Maintenance Agency and/or the Association of the Allottee(s), as the case may be:-

I) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to Kolkata Municipal Corporation Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee(s) shall pay to the Promoter and/or Project Maintenance Agency and/or the Association of the Allottee(s) proportionate share of all such rates and taxes assessed on the new building.

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

III) Electricity charges for electricity consumed in or relating to the Apartment to the Association of the Allottee(s) based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Promoter and/or Project Maintenance Agency and/or the Association of the Allottee(s) shall be liable to pay the same to CESC Ltd.

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

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

V) The proportionate share of all Common Expenses (including those mentioned in the **Schedule** hereunder written) payable to the Promoter and/or Project Maintenance Agency and/or the Association of the Allottee(s) from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee(s) shall pay to the Promoter and/or Project Maintenance Agency and/or the Association of the Allottee(s) the maintenance charges calculated on actual basis. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and/or Project Maintenance Agency and/or the Association of the Allottee(s) 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 Allottee(s).

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

e) The Allottee(s) shall observe the covenants as be deemed reasonable by the Promoter and/or Project Maintenance Agency and/or the Association from time to time for the Common Purposes.

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

g) The proportionate share of the Allottee(s) in various matters referred herein shall be such as be determined by the Association and the Allottee(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

h) Save the said Apartment the Allottee(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments.

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

j) The Allottee(s) shall keep the Vendors/Promoter indemnified of from and against all actions, proceedings, damage, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Vendors/Promoter and/or the Association (upon formation) relating to the said Tower/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee(s) or the servants / agents / licensees / invitees / visitors of the Allottee(s) and/or any breach or non-observance by the Allottee(s) of the Allottee(s)'s covenants and/or any of the terms herein contained.

k) The Allottee(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the existing laws, rules and regulations governing such sale and transfer.

VII. DEFECT LIABILITY:

a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/Purchaser from the date of obtaining Completion Certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be

entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE SCHEDULE- "A" ABOVE REFERRED TO:

(PART I)

(DEVOLUTION OF TITLE)

A.

.....

, the Owners herein became jointly seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said Land.

PART II (SAID LAND)

ALL THAT the piece and parcel of land containing an area of 1 (one) Bigha 11 (eleven) Cottahs 9 (nine) Chittacks 35 (thirty five) Sq.Ft. be the same a little more or less **WHICH INCLUDES** the area covered by pond, measuring more or less 10 (ten) Cottahs 8 (eight) Chittacks 29 (twenty nine) Sq.Ft. situated lying at and being the Premises No.64/1/2, Khudiram Bose Sarani, Kolkata – 700 037 (formerly known as 64/1, Khudiram Bose Sarani and previous to that 64/1, Belgachia Road) within the Municipal limit of the Kolkata Municipal Corporation, Police Station Ultadanga (formerly Chitpur), Post Office Northern Avenue under Assessee No.110030902671 and KMC Ward No.003, Additional District Sub-Registration Office Sealdah and butted and bounded as follows :-

ON THE NORTH : By Municipal Road (38 feet wide);
ON THE SOUTH : By Premises No. 64/1, Khudiram Bose Sarani;
ON THE EAST : By Premises No. 64/1, Khudiram Bose Sarani;
ON THE WEST : By Khudiram Bose Sarani (103 feet wide);
ZONE: : Milk Colony/Dutta Bagan More to Patipukur Bazar.

(THE SCHEDULE “B” ABOVE REFERRED TO :

(SAID APARTMENT)

ALL THAT the 2BHK/3BHK/4BHK Residential **Apartment No.....** containing a carpet area ofsq. ft. (equivalent to a built up area ofsq. ft.) be the same a little more or less, together with exclusive balcony area of ... sq.ft., together with exclusive terrace area of sq.ft. more or less, if any, on the **Floor** of the block/tower no.... (**.....**) of the Project known as **VINAYAK AQUASA**, constructed and completed as per the Plan Together with the proportionate impartible undivided share in the land beneath the said Tower of the said Project attributable thereto Together With Right to park medium size motor car in one/two Open/Covered/Independent/Dependent/Mechanical Car parking space being no....., having an area of sq. ft. at the Ground Level/at the Basement Being No....., and pro rata common areas of ____ **sq.ft.** of the Project more fully and particularly mentioned and described in the **I** of the **Third Schedule** here under written together with Right to Enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **II** of the **Third Schedule** here under written to be used in common with the other Allottee(s)/Purchaser(s) of the said Block/Tower and the said Project..

THE SCHEDULE “C” ABOVE REFFERED TO:

PART I

(COMMON AREAS)

- (a)
- (b)
- (c)
- (d)

PART II

(COMMON AMENITIES AND FACILITIES)

SET OUT

THE SCHEDULE “D” 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 Complex and enjoyed or used by the Purchasers in common with other occupiers or serving more than one Unit and main entrance and exit gates, landings and staircases of the Complex/ Building Block and enjoyed by the Purchasers or used by their in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Promoters or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the Complex (save those assessed separately in respect of any).
6. **INSURANCE** : Insurance premium for insurance of the Complex 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, renovation and/or other periodic expenses.

9. **OTHER** : All other expenses and/or outgoings including litigation expenses which may be incurred by the Promoter and/or the Association for the common purposes and such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule.

**THE SCHEDULE "F" ABOVE REFERRED TO:
(RULES, REGULATIONS & RESTRICTIONS)**

Part-I

(COMMON AREAS MAINTENANCE & HOUSE RULES)

- a. to use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by the Association of Purchaser(s), upon formation, in writing.
- b. to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.
- c. to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the Tower/said Project.
- d. not to keep in the parking place anything other than private motor car and shall not raise or put up any kutcha or pucca structure grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the said car parking space or blocking by putting any articles.
- e. not to use any part of the Tower/said Project or other Common Areas, for bathing or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Purchasers.
- f. no purchaser shall make or permit any disturbing noises in the Tower/said Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in such Apartment if the same shall cause disturbance or annoyance to the other occupants of the Tower. No Purchaser shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.
- g. not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other Common Areas or in any other portion of the Tower/said Project nor into lavatories, cisterns, water or soil pipes serving the Tower nor allow or permit any other Co-transferee to do so.

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

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

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

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

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

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

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

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

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

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

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

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

t. to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places by the

Association of the Purchasers, the Ministry of Environment and/or any competent authority or organization.

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

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

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

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

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

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

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

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

cc. not to change or in any way, vary the frontage or the entrance door of the Apartment approved by the Promoter for access to the Apartment or in any way to cut

or alter the entrance door without first having obtained the written consent of the Promoter, which shall not to be unreasonably withheld.

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

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

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

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

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

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

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

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

ll. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the verandhas, lounges

or any external walls or the fences of external doors and windows including grills of the said Apartment which in the opinion of the Promoter and/or the facility management agency appointed by the Association of the Purchaser(s) differs from the colour scheme of the Tower or deviation or which in the opinion of the Association of Purchaser(s) may affect the elevation in respect of the exterior walls of the said Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

fff. not to affix or change or alter the design or the place of the grills, the window(s) or the main door of the Said Apartment or make or alter or change or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s) fittings, fixtures etc. in/serving any part or portion of the Said Apartment and

the Car Parking Space and/or the Tower(s) and/or the Said Project, and furthermore shall not make any encroachment(s) or easement(s) in/upon any part or portion of the Said Apartment and/or the Car Parking Space and/or the Tower(s) and/or the Said Project;

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

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

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

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

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

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

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

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

ooo. not to raise any objection to the cooking/bringing in of any non-vegetarian items/food into/at any part or portion of the Tower(s) and/or the said Project and/or

to the keeping/raising of any pets by any of the users/occupiers of the several Apartments;

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

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

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

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

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

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

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

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

xxx. not to form with the other users, occupiers etc. of the several units/areas/spaces Apartments comprising the Tower(s) any association, and further shall not become a member of any association and/or association of persons and/or firm and/or any entity for any purpose/matter related/pertaining directly and/or

indirectly to the Tower(s) and/or the Said Project and/or for the purpose of maintenance, management, upkeep etc. of the Tower(s) and/or the Said Project, and if any such organization/company/firm/association/other entity etc., be formed, the same shall not be recognized by the Promoter;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part-II

(RESIDENT'S CLUB)

Set out

(THE SCHEDULE "G" ABOVE REFERRED TO:

(DEFINITIONS)

ASSOCIATION – shall mean an Association of Allottees/Purchasers in the Project to be/being formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto and amendments there under.

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

CARPET AREA – shall mean the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive of balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;

COMMON AREAS - shall mean and include the areas as mentioned in **Part I of the Schedule 'C'** written herein above;

COMMON AMENITIES AND FACILITIES - shall mean and include the provisional amenities and facilities as mentioned in **Part II of the Schedule 'C'** written herein above provided by the Promoter herein;

COMMON MAINTENANCE EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees as mentioned in the **Schedule 'D'** written herein above and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s);

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Tower(s) and the Project in common;

PARKING SPACES - shall mean all the spaces in the portions at the ground floor level/basement level level of the new towers, whether open or covered or mechanical, of the Project expressed or intended to be reserved for parking of motor cars/two wheelers.

SAID LAND - shall mean All that the piece and parcel of land containing an area of 1 (one) Bigha 11 (eleven) Cottahs 9 (nine) Chittacks 35 (thirty five) Sq.Ft. be the same a little more or less **WHICH INCLUDES** the area covered by pond, measuring more or less 10 (ten) Cottahs 8 (eight) Chittacks 29 (twenty nine) Sq.Ft. situated lying at and being the Premises No.64/1/2, Khudiram Bose Sarani, Kolkata – 700 037 (formerly known as 64/1, Khudiram Bose Sarani and previous to that 64/1, Belgachia Road) within the Municipal limit of the Kolkata Municipal Corporation, Police Station Ultadanga (formerly Chitpur), Post Office Northern Avenue under Assessee No.110030902671 and KMC

Ward No.003, Additional District Sub-Registration Office Sealdah, more fully and particularly described in the **Part I** of the **Schedule 'A'** written above;

SAID PLAN - shall mean the sanctioned plan having Building Plan 2021010035 dated 13.08.2021 from the Kolkata Municipal Corporation together with all the revision and/or modification and/or regularization thereof for construction of residential Project upon the said Land or on the part thereof to be known as **"VINAYAK AQUASA"**;

SAID PROJECT/COMPLEX – shall mean the building complex known as **"VINAYAK AQUASA"** comprising of one Tower/Building having basement and ground plus eighteen (B+G+18) upper floors and various car parking spaces within the complex and the Common Areas, Common Amenities and Facilities constructed and completed by the Promoter in terms of the Plan on the said land or on the part thereof;

SAID SHARE – shall mean prorata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s);

SAID APARTMENT - shall mean **All That** the **2/3** BHK residential **Apartment No.**__ containing a carpet area of ____ Sq. Ft., together with Exclusive Balcony Area of ____ Sq. Ft. (total Built-up area being ____ Sq. Ft. and total Super Built-up area being ____ Sq. Ft. more or less) on the _____ side of the **Floor**, on the ____ **Floor** of the **Building** of the Project to be known as **"VINAYAK AQUASA"** constructed and completed by the Promoter in accordance to the said Plan and Together with the proportionate undivided indivisible impartible share in the said land in the Project attributable to the apartment together with right to park **One** car at the mechanical **open/covered** parking space in the Basement/Groun level **being no.**__ situated within the said Project more fully and particularly described in **Part-I of the Schedule 'B'** written above and together with the prorata share in the Common Areas and proportionate Right to enjoy the Common Facilities and Amenities to be used in common with the other Allottee(s);

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;

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

(THE SCHEDULE ABOVE REFERRED TO:

(EASEMENT RIGHTS)

- i. The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment or therewith

usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto.

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

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

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

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTER:

Please affix
photograph and
sign across the
photograph

(1) Signature _____

Name _____

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

Please affix
photograph and
sign across the
photograph

(1) Signature _____

Name _____

(2) Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the

photograph

At _____ on _____ in the presence of :

WITNESSES:

1. Signature

Name _____

Address _____

2. Signature

Name _____

Address _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature

Name _____

Address _____

2. Signature

Name _____

Address _____

R E C E I V E D of and from the within named Purchaser(s) the within-mentioned sum of Rs...../- (Rupees only) being the full payment of the total Price of the Apartment as per Memo below:

MEMO OF CONSIDERATION

CHEQUE NO.	DATE	BANK/BRANCH	AMOUNT

(RUPEES ONLY).

WITNESSES:

DATED THIS DAY OF , 202
 #####

B E T W E E N

.....
.... OWNERS

- A N D -

.....
.... **DEVELOPER/PROMOTER**

- A N D -

(1) _____
(2) _____
.... **ALLOTTEE(S)**

INDENTURE OF CONVEYANCE **VINAYAK AQUASA**