

THIS INDENTURE is made at Kolkata on this ____ day of
_____ **Two Thousand and twenty Two (202__)**

BETWEEN

M/s. Prakash Builders Private Limited[PAN: **AABCP9479N**], a company governed by provision of the Companies Act, 2013, having its Registered Office at P-3, New C.I.T. Road, Terhatti Bazar, Post Office Bowbazar, Police Station Bowbazar, Kolkata- 700073, being represented by its Authorised Signatory Sri Vishal Sureka , S/o Sri Vishwanath Sureka [PAN: ALMPS8656F & Aadhaar NO. 9961 9827 8632], of 6, Hastings Park Road, Post Office Alipore, Police Station Alipore, Kolkata-700027, residing at premises No. 6, Hastings Park Road, Alipore, Post Office Alipore, Police Station Alipore, Kolkata-700027, hereinafter after referred to as the “**Vendor/Promoter**”, being Party of the **FIRST PART.**

AND

- (1) _____ (**Aadhaar No.**_____) (**PAN**_____), son/of Sri_____, by Faith Hindu, by Nationality Indian , by Occupation _____,
- (2) _____ (**Aadhaar No.**_____) (**PAN**_____), **H/W** of _____, by Faith Hindu, by Nationality Indian, by Occupation _____, both residing at_____, PIN –_____, District – Howrah, West Bengal, hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART.**

The Vendor/Promoter and Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

WHEREAS:

(1) **Ila Ghosh**, wife of Late Bhawani Sankar Ghosh, residing at 9B, Sitaram Ghosh Street, Post Office Ram Mohan, Police Station Amherst Street, Kolkata-700009 [PAN ADTPG6766D], (2) **Abhijit Ghosh**, son of Late Bhawani Sankar Ghosh, residing at 9B, Sitaram Ghosh Street, Post Office Ram Mohan, Police Station Amherst Street, Kolkata-700009 [PAN AEAPG1306H], (3) **Nabanita Bose**, wife of Sujoy Base and daughter of Late Bhawani Sankar Ghosh, residing at Dhakuria Station Road, Post Office Dhakuria, Police Station Jadavpur, Kolkata-700031 [PAN AEJPB3046E],

(4) **Dipendra Nath Ghosh**, son of Late Surendra Nath Ghosh, residing at ground floor 1st Lane, 4/1, Russa Road (South), Post Office Tollygunge, Police Station Jadavpur, Kolkata- 700033 and presently residing at Flat No.5E, 26, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Tollygunge, Kolkata-700033 [PAN NO.....], (5) **Debabrata Ghosh**, son of Late Harendra Nath Ghosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas, [PAN NO.....], (6) **Basanti Palit**, wife of Joy Bikash Palit and daughter of Late Harendra Nath Ghosh, residing at 10D, Ananda Palit Road, Post Office Entally, Police Station Entally, Kolkata-700014, [PAN NO.....], (7) **Sheela Sinha**, wife of Pulak Dhaman Sinha and daughter of Late Reba Ghosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin-700137, District South 24 Parganas [PAN CYTPS3830H], (8) **Bandana Bose**, wife of Susanta Bose and daughter of Late Reba Ghosh, residing at 10/1A, Gopal Ghosh Lane, Watgunge, Post Office Khidderpore, Police Station Watgunge, Kolkata-700023 [PAN ANRPB9013C], (9) **Anjana Ghosh**, wife of Prabir Ghosh and daughter of Late Reba Ghosh, residing at 25, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin-700137, District South 24 Parganas [PAN AMOPG8915E], (10) **Protima Ghosh**, wife of Late Sunilendra Nath Ghosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin-700137, District South 24 Parganas [PAN AIXPG4196J], (11) **Debjit Ghosh**, son of Late Sunilendra Nath Ghosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas [PAN AHRPG7782M], (12) **Soma Roy**, wife of Swarup Roy and daughter of Late Sunilendra Nath Ghosh, residing at 11A/1A, Mahendra Chatterjee Lane, 59 Topsia, Post Office Gobinda Khatik Road, Police Station Topsia, Kolkata- 700046 [PAN AHXPR3898K], (13) **Aparna Ghosh**, wife of Late Rathindra Nath Ghosh, resident of 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas and presently residing at No.18, Woodcote Road, Tettenhall, Wolverhampton, United Kingdom [PAN AYWPG6657M], being represented by her constituted attorney, Debabrata Ghosh and (14) **Sanjoy Ghosh**, son of Late Rathindra Nath Ghosh, resident of 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, District South 24 Parganas and presently residing at No.18, Woodcote Road, Tettenhall, Wolverhampton, United Kingdom [PAN

_____], being represented by his constituted attorney, Debabrata Ghosh, hereinafter collectively called the "**OWNERS**" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **THIRD PART** The Vendors/Owners Nos. 1 to 14 are duly represented by their constituted attorney, namely **Prakash Builders Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at P-3, New CIT Road, TirettyBazar, Post Office C.R. Avenue, Police Station Bowbazar, Kolkata- 700073 [PAN AABCP9479N], represented by its director, V.N. Sureka son of Late NandlalSurekha of 6, Hastings Park Road, Post Office Alipore, Police Station Alipore, Kolkata- 700027, by virtue of Power of Attorney dated 17th May, 2016, registered in the Office of the A.R.A. - III, in Book No. IV, being Deed No. 03061 for the year 2016.

The Owners and Developer and Buyer shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

A. The above mentioned Owners Nos. 1 to 14 are the joint owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of *Bastu* land measuring 41 (forty one) decimal, more or less, comprised in R.S. Dag No. 126 corresponding L.R. *Dag* No. 195, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 10 (ten) decimal, more or less, comprised in R.S. Dag No. 126/2080 corresponding L.R. *Dag* No. 196, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* - Garbhukta- Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND Pond/*bagan* land measuring 17 (seventeen) decimal, more or less, comprised in R.S. Dag No. 127 corresponding L.R *Dag* No.197, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 12 (twelve) decimal, more or less, comprised in R.S. Dag No. 128 corresponding L.R. *Dag* No. 198, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND **Aggregating to** land measuring 80 (eighty) decimal, more or less, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A**

(PART-II) hereunder written and/or given and hereinafter referred to as the PREMISES) by way of Inheritance. The Owners No. 1 to 14 and the Developer have entered into a development agreement dated 16th May, 2016, registered in the Office of the D.S.R.-V, in Book No. I, being Deed No. 01575 for the year 2016 and subsequently The Owners No. 1 to 14 have also granted Power of Attorney unto and in favour of the Developer herein vide Power of Attorney dated 17th May, 2016, registered in the Office of the A.R.A. - III, in Book No. IV, being Deed No. 03061 for the year 2016 to undertake the work of development and sale under the terms of the Development Agreement above referred too.

- B. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "SHIVLOK" with the object of using for any residential purpose.
- C. The Owners and Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners regarding the Said Land on which Project is to be constructed have been completed.
- D. The **Budge Budge Municipality** has granted the Sanctioned Plan to develop the project vide approval stated below. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan by the **Budge Budge Municipality** vide **Sanction Building Plan No. 22/BP/PWD/2020 - 2021 dated 02/02/2021**
- E. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with relevant laws as applicable.
- F. Buyers had applied for an apartment in the Project vide application dated ____/____/2023 and have been allotted Apartment no. "____", having **carpet area of _____ square feet and built up area of _____ Square Feet** more or less, on the "_____" floor, in **Block No. " _____"**, of the complex namely, "SHIVLOK", as permissible under the applicable law and of pro rata share in the ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the **Schedule B** and the floor plan or the apartment is annexed hereto and marked as (**Schedule B**);

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

1. The Buyers have independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:

1.1 The Title of the Owners in respect of the Premises along with Development Agreement as well as the Development Power of Attorney;

1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Building Plan No. **22/BP/PWD/2020 - 2021 dated 02/02/2021**.

1.4 The Specifications and common Portions of the Project; and

1.5 The respective rights interest and entitlements of the Owner and the Buyers under this Agreement for Sale.

H. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;

I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Developer hereby agrees to sell and the Buyer hereby agrees to purchase the **Apartment no " _____", (type - ' _____'), on the " _____ " Floor, in Block No. " _____", as specified in para G.**

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other goods and valuable consideration, the Parties agree as follows:

- A. In the abovementioned circumstances M/s. Prakash Builders Private Limited became the sole and absolute Development Joint Venture Agreement and Power of Attorney Holder (hereinafter referred to as the "**Said Premises**"), morefully described under the **First Schedule** hereunder thereon the residential and commercial building names "**Shivlok**", comprising of Ground plus four upper floors (G+IV) and is being earmarked and butted and bounded (hereinafter referred to as the "**Said Building**")
- B. M/s. Prakash Builders Private Limited (the Promoter herein) got a Building Plan duly sanctioned from the _____ dated _____ for construction of a G+ IV (ground plus four) residential building upon the Said Premises.
- C. In pursuance of the aforesaid and in the course of development of the Said Premises, the Promoter has constructed thereon the residential and commercial building names "**Shivlok**", comprising of Ground plus four upper floors (G+IV) and is being earmarked and butted and bounded (hereinafter referred to as the "**Said Building**") in accordance with the above recited building plan, designs and specifications sanctioned by Budge Budge Municipality and plan of which has been perused and agreed to by the Purchaser and thereafter the Promoter has constructed building and infrastructural facilities in accordance with sanctioned plan.
- D. By an Agreement for Sale dated the ___/___/202__ made between the Parties herein (hereinafter referred to as the "**Said Sale Agreement**"), the Purchaser has booked for transfer of residential ___ **BHK Apartment No.** ___ **on the** ___ **floor**, of the Said Building having s total **carpet area** of ___ **square feet** and **super built up area of** ___ **square feet** (hereinafter referred to as **Said Flat**) together with one **car parking** space at a total consideration of **Rs.** _____/- (**Rupees** _____) **only.**

- E. The Purchaser, himself and/or through his advocate, has inspected the relevant documents and is fully satisfied with the title of the Promoter to the Said Premises, sanctioned plans, the powers and authorities of the Vendor/Promoter to transfer the apartments in the said Building constructed upon the Said Premises, the plans and specification of the construction, common areas, facilities and amenities to be provided with the flat/unit booked by the Purchaser.
- F. The Vendor/Promoter has represented to the Purchaser that the **Said Flat being No.** _____ allotted to Purchaser and **one car parking space** is complete in all respects; and the Purchaser has inspected and confirmed the same.
- G. The Purchaser has paid all dues to the Promoter and has requested the Vendor/Promoter to execute and register this Indenture in favour of the Purchaser and to deliver physical vacant and peaceful possession of the aforesaid **Flat No.** _____ **on the** _____ **floor** in the said Building and one **car parking space** described in **Part I** of the **Second Schedule**

NOW THIS INDENTURE WITNESSETH;-

I. That in the premise aforesaid and in consideration of a total sum of **Rs. _____/- (Rupees _____) only.**[**Total Consideration**] for the Said Flat along **with one car parking space** paid by the Purchaser to the Vendor/Promoter by way of consideration money on or before the execution of these presents [the receipt whereof the Vendor/Promoter doth hereby as well as by the **Receipt and Memo** hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit, release and discharge the Purchaser and the Said Flat, the Vendor/Promoter doth hereby grants, transfers, assigns, assures and confirms to and unto the Purchaser, the Said Flat i.e. all that the residential **2 _____ flat no. _____ on the _____ floor** having a total **carpet area** of _____ (_____) **square feet**, more or less and **super built-up area of (_____) square feet**, more or less comprised in the said Building and morefully described in **Part I** of the **Second Schedule** hereunder **together with** one car parking **space** on the ground floor of the said complex morefully described in **Part II** of the **Second Schedule** hereunder **and together with** undivided proportionate share or interest in the Said Premises and **also together with** undivided proportionate share or interest in the common areas, facilities and amenities of the said Building morefully described in the **Third Schedule**, the Said Flat, the car parking space, the right to use the common areas, facilities and amenities, the undivided proportionate share or interest in the Said Premises and all other rights and properties hereby sold and transferred and/or expressed or intended to be sold and transferred are hereinafter collectively referred to as **“the Said Flat and Appurtenances”**) **AND** the reversion or reversions and remainder or remainders and the rent, issues and profits thereof **AND** all the estate, right, title, claim, interest and demand whatsoever both at law and in equity of the Vendor/Promoter in the Said Premises or any part or parcel thereof **TO HAVE AND TO HOLD** the Said Premises hereby sold, transferred and conveyed to and unto the use of the Purchaser absolutely and forever **AND SUBJECT TO** the observance of the terms, conditions and covenants and the stipulation and obligations to be observed by the Purchaser as mentioned in the **Fourth Schedule** hereunder written

SUBJECT TO the Purchaser's paying and discharging all the taxes and impositions on the Said _____ **BHK Flat No. _____** on the _____ floor in the said Building and one **car parking space** described in **Part I** of the **Second Schedule** and Appurtenances wholly and all the common expenses proportionately as are mentioned in the **Fifth Schedule** hereunder written and all rents, taxes, assessment, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof in connection with the Said Flat and Appurtenances wholly and the said residential complex proportionately and subject to the condition that the Said Flat/Unit will be used only for residential purpose and no other

II. AND THE PROMOTER/VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) That notwithstanding any act, deed or thing by the Vendor/Promoter executed or knowingly suffered to the contrary, that the interest which the Vendor/Promoter doth hereby profess to transfer and that the Vendor/Promoter has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser the Said Flat and Appurtenant and all other rights attached thereto.
- (b) Appurtenant and all other properties and rights hereby transferred are freed from all encumbrances, attachments, liens, lispendens whatsoever and freely, clearly released and discharged or otherwise by the Vendor/Promoter and well and sufficiently saved kept harmless and indemnified from and against all claims, demands charge and encumbrances whatsoever and have made or suffered by the Vendor/Promoter and/or any person or persons lawfully and equitably claiming, as aforesaid.
- (c) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat and Appurtenance 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.
- (d) The Promoter hereby agrees and undertakes that till handover of all the apartments/Flats/Units to the

respective purchaser/s, the Promoter either by itself or through its nominated Maintenance Agent/Company will maintain the common areas, facilities and amenities, irrespective of actual date whether the Purchaser has taken physical possession of the said Flat/Unit subject to the payment of maintenance charges and electricity charges of the common areas of the Said Premises and the said Building and common areas, facilities and amenities at such rate or rates as may be prescribed by the Promoter or its nominated Maintenance Agent/Company from time to time. The maintenance charges (excluding electricity charges for common areas of the said Building) for the first two years shall be paid by the Purchaser in advance to the Promoter/Maintenance Company as the case may be and electricity charges for common areas of the said Building shall be paid by the Purchaser separately to the Promoter/Maintenance Company as and when demanded. In subsequent years maintenance charges and electricity charges for common areas of the said Building will be payable within Seven days of raising of bill(s) by the Promoter/Maintenance Company/Resident's Association.

- (e) The Promoter hereby agrees and undertakes that on handover of all the apartments/flats/units to the respective Purchaser, an association shall be constituted and/or formed by the Promoter for the purposes of *inter alia* maintenance of the common areas, facilities and amenities of the said Building.
- (f) The Association formed shall either be a Society or a Private Limited Company or an Organization in any other form (herein referred to as "**Association**") and such Association can be in common/joint with that of other phases of the project and all the purchasers of Apartments/Flats/Units in the Said Building, compulsorily, has to be the member of such association.
- (g) The Promoter shall frame rules, regulations, mandates, laws and bye laws devised and promulgated in respect of the common interest of the Apartment/Flat/Unit owners relating to the maintenance of the common areas, facilities and amenities of the said Building and services relating thereto which shall be binding on all the Purchasers of apartment(s)/flat(s)/unit(s) in the Said Building.

- (h) The Promoter, upon formation of the Board/Committee or Governing Body of the Association as the case may be, shall handover the original title deeds, plans and other documents in relation to the Said Premises and the Association shall keep the same safe, un-obliterated and un-cancelled and at all-time upon reasonable request and at the cost of the Flat/Unit owner produce or caused to be produced to the such owner or its advocate or before any court or authority for inspection or otherwise as occasion shall require in connection with the Said Premises and shall also serve at like request and cost of the unit owner attested or other copies of extract from the same whenever required.
- (i) The Association will have all powers and authorities, rights and obligation to represent as the final and absolute authority for management of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto in the common interest of the Apartment/Flat/Unit owners.
- (j) The duties and responsibilities of the Association will be to facilitate administration, management, upkeep, maintenance, up gradation and improvement of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto.
- (k) Subject to what is provided hereunder, the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendor/Promoter or any person or persons lawfully or equitably claiming as aforesaid.
- (l) **AND FURTHER THAT** the Vendor/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat and the rights and properties appurtenant thereto or any part thereof through under or in trust for the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Flat and Appurtenances thereto and every part thereof

unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

- (m) The Vendor/Promoter has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Flat and Appurtenances 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.

III. THE PURCHASER HEREBY COVENANTS AND AGREES WITH THE VENDOR and PROMOTER as follows:-

- a) The Purchaser shall have proportionate undivided right over the common areas, facilities and amenities of the said Building as specified in the Third Schedule hereunder written.
- b) The Purchaser for himself/herself/itself and his/her heirs, executors, administrators and assigns doth hereby covenant with the Vendor/Promoter and/or other co-owners of the other apartments/flats/units in the said Building that (i) the Purchaser shall observe, perform and fulfill the covenants, stipulations and obligations required to be performed by the Purchaser as mentioned in the Fourth Schedule hereunder written (ii) the Purchaser shall abide by the bye-laws/ rules/ regulations as may be applicable to the said Building from time to time and pay all taxes, duties, maintenance charges, electricity charges for common areas of the said Building and all other outgoings in respect of the Said Premises wholly and in respect of the common areas and portions of said Building proportionately and all other expenses incidental to the management of the said Building. Such payment shall be made by the Purchaser within 7 (seven) days of raising of bill(s) by the Promoter/Maintenance Company/Association. (iii) the Purchaser shall use the Said Flat/Unit for residential purpose only and for no other purpose and (iv) the Purchaser shall not do any work which would jeopardize the soundness or safety of the Said Premises and Residential Complex, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional basement or cellar without, in every such case, the approval of the

Promoter/Maintenance Company/Association.

- c) The Purchaser shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the Vendor/Promoter and/or the Purchasers of other flats/units in the said Building is prejudiced and affected in any manner whatsoever.
- d) The Purchaser hereby agrees and undertakes to the Promoter that the Purchaser shall bear and pay proportionately all common expenses payable by the Purchaser as may be determined and fixed by the Promoter or the Maintenance Company or the Association, as the case may be.
- e) **The Purchaser is fully aware that the Promoter has constructed several flats/apartments for residential use in the said Building and for transferring the same to the intending transferees at such price and on such terms and conditions which the Promoter in its sole discretion has deemed fit and proper.**
- f) Promoter shall bear all municipal taxes, rates, levies, surcharges and out goings of or on the Said Premises and appurtenances relating from the date of possession or registration of the Indenture in favor of the Purchaser whichever is earlier.
- g) So long as each Apartment/Flat/Unit is not separately assessed for municipal taxes, rates, levies, surcharges and out goings, the Purchaser shall pay his/her/its proportionate taxes, rates, levies, surcharges and outgoings as determined by the Promoter.
- h) The Purchaser shall use the Said Flat/Unit and every part thereof only for the purpose of residence and shall not permit the same to be used for commercial purpose.
- i) The Purchaser shall be bound by rules, regulations, mandates, laws and bye laws devised and promulgated in the common interest of the apartment/flat/unit owners relating to maintenance of the common areas, facilities and amenities of the said Building and services relating thereto.

- j) The Purchaser hereby agrees that in the event of delay/default by the Purchaser in payment of the Maintenance Charges/utility charges and electricity charges for common areas of the said Building by the due date mentioned in the bills relating to maintenance of common areas, facilities and amenities, then the Purchaser shall be liable to make good such short fall within fifteen (15) days failing which the Purchaser shall be liable to pay interest @ 15% p.a. on the unpaid amount for the period of delay in payment after the due date. If the Purchaser defaults in making the shortfall within a further period of fifteen (15) days, the Promoter/ Maintenance Company/Association shall have the right to withhold/ discontinue the Maintenance Services/utilities for the Said Flat/Unit, at any time, without any further notice.
- k) The Purchaser shall be bound by rules, regulations, mandates, laws and bye-laws devised and promulgated relating to use of facilities, amenities.
- l) The Purchaser shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the mutual interests of the Vendor/Promoter and of the other purchasers/occupants of the other apartments/flats/units in the said Building. The Vendor/Promoter have the absolute authority and control as regards to all the unsold apartments/flats/units and other apartments/flats/units and car/two-wheeler parking spaces in the said Building and the disposal/transfer the right to use thereof
- IV.** The Parties hereto agree that the Promoter of the Said Premises will submit the Said Premises and the unsold apartments/flats/units (if any) in the said Building together with the Purchaser as owner of the Said Premises and purchasers of the other apartments/flats/units and car parking spaces to the provisions of the West Bengal Apartment Ownership Act, 1972 (“the Act”) as amended from time to time and will execute and register such declaration and instruments as shall be required to be filed with the competent authority and the Purchaser agrees to

sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, and extend all co-operation to the Promoter as may be necessary for the purposes of submitting the Residential Complex/ said Premises to the provisions of the Act

V. HOUSE RULES:

- (1) The lobbies, entrances and stairways of the said Building as well as any place in the complex shall not be obstructed or used for any purpose other than ingress to and egress from the Said Flat.
- (2) Each Owner shall keep such flat in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (3) Garbage and refuse from the flats shall be deposited in such place only in the complex and at such time and in such manner as the Maintenance-In-Charge of the complex may direct.
- (4) No vehicle belonging to a purchaser or to a member or its employee shall be parked in the open space or on the pathway or except the space allotted to it or in such manner as to impede or prevent ready access to the entrance of the complex by another vehicle.
- (5) The Purchaser shall not fix any antenna, equipment or any gadget on the roof or terrace of the said Building or in any window or the exterior of the said Building excepting that the Purchaser shall be entitled to avail of the cable connection facilities provided to all.
- (6) The access to the ultimate roof in common (Western Side) of the Building with others shall be permissible

- (7) These house rules may be added to, amended or repealed at any time by the Promoter or the Purchaser and other co-owners after formation of the Association. However, any such amendment should be in conformity with the above mentioned rules

THE SECOND SCHEDULE ABOVE REFERRED TO

PART-I

THE FIRST SCHEDULE ABOVE REFERRED TO
(Said Premises)

[Said Flat]

All THAT residential _____ **BHK - Flat no.**_____ **on the** _____ **floor** [_____ **portion**] having a total **carpet area of** _____ **sq ft** (_____) **square feet**, more or less and **super built up area of** _____ (_____) **square feet**, more or less, comprised in the Said Building named "SHIVLOK" constructed upon the Said Premises mentioned in the First Schedule above **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities and amenities of the said Building **TOGETHER WITH** the undivided proportionate variable share in the Said Premises underneath the Said Building attributable thereto

The Said Flat is shown in the map/plan annexed hereto and marked with **RED** border and marked as Annexure 'B'

PART-II

DESCRIPTION OF THE LAND

ALL THAT *Bastu* land measuring 41 (forty one) decimal, more or less, comprised in R.S. Dag No. 126 corresponding L.R. *Dag* No. 195, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 10 (ten) decimal, more or less, comprised in R.S. Dag No. 126/2080 corresponding L.R. *Dag* No. 196, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta- Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND Pond/*bagan* landmeasuring 17 (seventeen) decimal, more or less, comprised in R.S. Dag No. 127 corresponding L.R *Dag* No.197, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 12 (twelve) decimal, more or less, comprised in R.S. Dag No. 128 corresponding L.R. *Dag* No. 198, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND **Aggregating to** land measuring 80 (eighty) decimal, more or less, and the same is Butted and Bounded as follows:

ON THE NORTH	:	Holding No. 119 D.P.J.M Road
ON THE SOUTH	:	Holding No. 121 D.P.J.M Road
ON THE EAST	:	D.P.J.M. ROAD
ON THE WEST	:	Holding No. 11 N.S. ROAD

SCHEDULE-B

(DESCRIPTION OF THE APARTMENT)

PART-I

ALL THAT the Residential Apartment No."_____", (Type - '____ BHK') with Carpet Area of.____ square feet and Built up area of _____ Square Feet (Super built up area _____ Sq. ft.)Approx constructed in the ratio of the covered area of the Apartment on the same proportion out of the total area of the land on the 2ND Floor, in Block no."A", of "SHIVLOK".

SCHEDULE 'C'

PAYMENT PLAN

PART-I

"AGREED CONSIDERATION"

- (a) Consideration for the Undivided Share and for Construction and completion of the said Apartment is Rs. _____ /- + 1% G.S.T, Apartment No."_____", (Type '____ BHK') on _____ Floor admeasuring Carpet Area of _____square feet and Built up area of _____ Square Feet (Super built up area _____ Sq. ft.)approx
- (b) Additional deposit amount - Rs. _____/-

AGREED CONSIDERATION

Rs. _____/-

[Rupees _____ only]

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number 19AABCP9479N1ZF.

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

[DESCRIPTION OF PARKING SPACE]

Right to park 1 (one) medium sized car in the covered car parking space in the ground floor of the said complex.

Parking Area: 120 sq ft

Parking No. : Ground Floor

THIRD SCHEDULE ABOVE REFERRED TO **Common Areas and Amenities**

1.	Driveway
2.	Security Room
3.	Entrance lobbies
4.	Staircases and such other common areas earmarked for Common use
5.	Common toilets in the ground floor or in other area in the said Building
6.	Electrical Meter rooms
7.	Overhead Water Tank
8.	Underground Water Reservoir
9.	Staircase Overhead
10.	Lift Machine Rooms
11.	Lifts, which shall be used by all co-Purchasers irrespective of nature of use of the said Apartment.
12.	Electrical installations
13.	Deep Tube-well with Submersible Pump
14.	Distribution pipes all around the complex
15.	Drainage & sewage lines
16.	Surveillance facility with CC TV on ground floor common areas
17.	Fire- fighting system

**THE FOURTH SCHEDULE ABOVE REFERRED TO
[TERMS, CONDITIONS, COVENANTS AND STIPULATIONS AND
OBLIGATIONS TO BE OBSERVED]**

I. OBLIGATIONS:

1. To co-operate with the management and maintenance of the Said Flat/Unit and the said Building and to abide by the direction and/or decisions of the Promoter/ Maintenance Company/ Association, as may be, made from time to time in the best interest of the said Building.
2. To abide by the terms, conditions and stipulations/regulations as may be prescribed or made applicable by Government of West Bengal, or any statutory/public body or authority in respect of the said Building standing thereon;
2. To observe the rules and regulations contained and framed from time to time by the Promoter/Maintenance Company/ Association for quiet and peaceful enjoyment of the said Building and the said Building and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the municipality and of Government and other public bodies.
4. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Promoter/Maintenance Company/Association regarding the occupation and use of the Said Flat/Unit in the said

Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Indenture.

5. To maintain the Said Flat/Unit at its own cost in such a good tenantable state of repair and condition from the date of possession of the Said Flat/Unit as shall at all times hereafter ensure the maintenance of support and protection to the Said Flat/Unit.
6. To permit the Promoter/Maintenance Company/Association and/or their agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention to enter into the Said Flat/Unit for the purpose of repairing any of the common areas or any appurtenance to any apartment/flat/unit and/ or anything comprised in any apartment/flat/unit, in so far as the same cannot be carried out without such entry.
7. All time hereafter to contribute and pay such sum as may be determined from time to time towards the management, maintenance repairs and upkeep the said Building. Such payments are to be made to the Promoter/Maintenance Company/Association.
8. To pay all proportionate charges for electricity relating to the common areas, facilities and amenities of the Towers and common areas of the entire said Building except the electricity charges of Club and Community Halls, and the

Maintenance Charges of the said Building to the Promoter/Maintenance Company/Association.

9. To pay all damages to any common fixtures and fittings of the said Building and/or the said Building caused by the Purchaser(s) of the Said Flat/Unit or his/her guests or servants to the Promoter/Maintenance Company/Association.
10. To carry out at its own cost all internal repairs to the Said Flat/Unit and maintain the Said Flat/Unit in same condition, state and order in which it was delivered by the Vendor to the Purchaser or anyone claiming through them.
11. Water for car washing and cleaning of the common areas shall be drawn from the designated water outlets in the Said Building

II. NEGATIVE COVENANTS :

The Purchaser of the Said Flat/Unit shall:-

1. (a) Not to make any structural additions and/or alterations to the Said Flat/Unit such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of Promoter/Maintenance Company/Association as the case may be.
- (b) Not to fix collapsible gates, grills, grill gates in the Said Flat/Unit without prior permission of the Promoter/Maintenance Company/Association as the case may be.
- (c) Not to erect any compound wall/any other fencing within the said Building.

2. (a) Not to build, erect or put upon the common areas, facilities and amenities of said Building any item of any nature whatsoever;
- (b) Not to obstruct any pathways, driveways, passages, side-walks and lobbies used for any purpose other than for ingress and egress.
3. Not to lessen or diminish the support or protection now given or afforded by all parts of the Said Flat/Unit to the upper and/or lower apartment/flat/unit and in particular not to submit the floor of the upper apartment/flat/unit to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight.
4. Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the said Building or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the Said Flat/Unit is situated, including entrances of the said Building and in case any damage is caused to the said Building in which the Said Flat/Unit is situated or the said Flat/Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
5. Not to do or cause anything to be done in or around the Said Flat/Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Building and apartments/flats/units therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.

6. Not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the said Building and the entire said Building at any time or the fittings and fixtures affixed thereto.
7. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Building which in the opinion of the Promoter or its successors in title differs of the said Building or deviation or which in the opinion of the Promoter (or others as above) may affect the elevation in respect of the exterior walls of the said Building.
8. Not to install grills, the design of which has not been suggested and/or approved by the Promoter/Maintenance Company or in any other manner do any other act which would in the opinion of the Promoter/Maintenance Company, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Building.
9. Not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper apartments/flats/units save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Apartment/Flat/Unit.
10. **Not to use the Said Flat/Unit for any commercial purposes or any other activities without the prior written permission of the Developer or the said Association (upon formation), save and except exclusively for commercial or semi-commercial purposes.**
11. Not to cause or permit obstruction of any drain or pipe used in common with the other apartment/flat/unit owner(s) for the passage of water or soil in connection with the said Building.

12. Not to do, permit or suffer to be done in or upon the apartments/flats/units anything which may be or may become a nuisance, annoyance or cause damage or inconvenience to the Co-purchaser(s) and/or Occupier(s) or the owner(s) of the neighboring apartments/flats/units, in the said Building.
13. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the said Building, the entire said Building except in the space for garbage to be provided in the ground floor of the said Building.
14. Not to make or permit any disturbing noises in the said Building by the Purchaser(s) himself, his family, his invitees or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other apartment/flat/unit owner(s).
15. Not to put the names in entry passages excepting in the proper place provided by Promoter/Maintenance Company for the use of the Said Flat/Unit occupied by the Purchaser(s) or his/her/its nominee(s).
16. Not to allow dust, rubbish or litter swept from the Said Flat/Unit to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall deposit it in a particular place earmarked for that purpose.
17. Not to loiter in the pathways, lobbies or passage ways without proper reasons.
18. **Not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Purchaser(s) or his/her/its servants or their guest out of the windows and/or doors or anywhere on the common areas of the said Building, common areas of the entire said Building and Car/Two Wheeler Parking lot nor shall shades, window guards or any temporary article to be hung from or placed outside the window or said Building.**

19. **Not to permit common areas of the said Building to be fouled by dogs or other animals coming from the said Flat/Unit.**
20. Not to store or bring and allow to be stored and brought in the said Flat/Unit any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Tower or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Flat/Unit.
21. Not to subdivide the Said Flat/Unit and/or the parking space(s) as allocated thereof.
22. Not to close any windows or make openings in the walls or through the walls of the Said Flat/Unit.
23. Not to claim any exclusive right over and in respect of common areas, amenities and facilities of the said Building including Water Storage Tank for the Fire Fighting arrangement.
24. Not to repair / renovate / modify any beam, column or slab supporting the floors of the said Flat/Unit without giving notice to Promoter/Maintenance Company/Association as the case may be of the intention so to do giving details of the work intended to be done so that Promoter/Maintenance Company/Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given.
25. Not to display or affix any neon-sign or signboard on any outer wall of the said Building or the apartment/flat/unit or the common areas and common parts of the said Building save to the extent and at a place that may be specified from time to time by Promoter/Maintenance Company/Association, **provided that** this shall not prevent the Purchaser from displaying a standardized sign

board or neon light (if required) at the entrance of the Said Flat or as may be directed by the Developer/ said the association.

26. Not to claim any partition or sub-division of the land and/or common areas, facilities and amenities and not to partition the apartments/flats/units by metes and bounds.
27. Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any apartment/flat/unit in or any part of the said Building or cause any increased premium to be payable in respect thereof.
28. Not to do or suffer to be done anything to in or about the Said Flat/Unit or the Tower or in the staircase and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority or change/alter or make addition in or to the said Building in which the Said Flat/Unit is situated and the said Flat/Unit itself or any part thereof.
29. Not to refuse or neglect to carry out any work directed to be executed in the said Building or in the Said Flat/Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter/Maintenance Company liable for execution of such works.
30. Not to shift or alter the position of either the kitchen (if any) or the toilets which would affect the drainage system of the said Building in any manner whatsoever.
31. Not to enclose any balcony in the Said Flat/Unit with grills with designs approved by the Promoter/Maintenance Company.
32. Not to cause or permit obstruction to any Transferee or the intending Transferee of the Residential and the Commercial of the Ground Floor, 1st Floor and the Roof Flat Units for free access and

free movement in the lift, staircase and convenience of the said building / complex including all common portions and areas common with the other apartment/flat/unit owner(s) for the ingress and egress in connection with the said Building.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[COMMON EXPENSES]

1. The expenses of maintaining, repairing, redecorating etc., of the common areas and facilities of the said Building and common areas of the said Building.
2. The cost of cleaning and lighting the common passage of the said Building so enjoyed or used by the Purchaser in common with the other owners/occupiers as aforesaid.
3. The cost of working and maintenance of water connection, lights, pumps, generator, if any.
4. Monthly maintenance expenses and other services and the common areas, facilities and amenities of the said Building.
5. Municipal and other taxes, impositions, water charges tax, and proportionate share of electricity charges for the common areas of the said Building.
6. Running expenses of Diesel Generating sets/Pump set.
7. Such other expenses as are necessary or incidental to the maintenance and upkeep of the entire said Building.
8. Maintenance of internal roads, passages etc.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
[PAYMENT PLAN]**

TOTAL PRICE OF THE APPARTMENT

TYPE	FLOOR	CARPET AREA	SUPER BUILT -UP AREA	COMPASS - DIRECTION	TOTAL AMOUNT (+) 1 % GST

TOTAL PRICE OF THE CAR PARKING SPACE

TYPE	FLOOR	AREA	TOTAL AMOUNT (+) 1 % GST		

TOTAL EXTRA CHARGES

SL NO.	ITEMS	AMOUNT(Rs.)	GST
1	AadvanceMaintainnace& Interest Free Deposit		NIL
2	Electricity Meter / Cabling alied expenditure for obtaining electrical connection		NIL
3	Legal charges		NIL
4	Sinking fund		NIL
	TOTAL		

TOTAL CONSIDERATION AMOUNT OF THE APPARTMENT

TYPE	FLOOR	CARPET AREA	SUPER BUILT - UP AREA	COMPASS - DIRECTION	TOTAL CONSIDERATION AMOUNT

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

SIGNED SEALED AND DELIVERED

by the **Parties** at Kolkata in the presence of :

1)

Vendor/Promoter

2)

Purchaser

- A. **R E C E I V E D** of and from the within named Purchaser a sum of **Rs. _____ /- (Rupees _____) only** being the full consideration of the Said Flat and Appurtenances in the following manner:

MEMO OF CONSIDERATION

Mode	Date	Bank Name and Branch	Amount (In Rs.)
TOTAL:			Rs.

_____ **Vendor/Promoter**

WITNESSES:

1.

2.