

**DRAFT**

**THIS INDENTURE** is made at Kolkata on this \_\_\_\_ day of \_\_\_\_\_ **Two Thousand \_\_\_\_\_ (20\_\_)**

**BETWEEN**

1. **Vivek Bulb Industries Private Limited** [**PAN** \_\_\_\_\_], an existing company under the Companies Act, 2013, having its Registered Office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata- \_\_\_\_\_, District \_\_\_\_\_ being represented by its Director \_\_\_\_\_ [**PAN** \_\_\_\_\_] [Aadhar no. \_\_\_\_\_], son of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ hereinafter after referred to as the “**Vendor/Owner**”, being Party of the **FIRST PART**.

**AND**

**2. RAV Enclaves LLP**, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act, 2008 [**PAN** \_\_\_\_\_], having its registered office at \_\_\_\_\_, Kolkata-\_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ (PAN \_\_\_\_\_) [Aadhar no. \_\_\_\_\_], being represented by its designated partners, namely, (1) \_\_\_\_\_, son of \_\_\_\_\_, of \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ [PAN \_\_\_\_\_] hereinafter referred to as the “**Promoter**” includes successor-in-interest and assigns), being Party of the **SECOND PART** Serial number 1 and 2, are collectively known as “**Promoter**”

**AND**

[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, (Aadhar no. ....) duly authorized vide board resolution dated ....., hereinafter referred to as the “Purchaser” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[If the Purchaser is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at ....., (Aadhar no. ....) duly authorized vide hereinafter referred to as the “Purchaser” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr./Ms. ....(Aadhar no. ....) son / daughter of....., aged about ..... residing at....., (PAN.....) 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).

[OR]

[If the Purchaser is a HUF]

Mr. ...., (Aadhar no. ....)  
 son of .....aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at .....(PAN .....), hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

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

**WHEREAS:**

- A. Guru Prasanna Das was the sole and absolute owner of land measuring 4 (four) bigha 4 (four) cottah 13 (thirteen) chittack and 21 (twenty one) square feet, more less comprising of pond, water body and garden, Touzi No. 2833 (previously 1298), Dihi 55 gram 3-Division, 11- Sub-Division under DihiSura at MouzaKankargachi lying, situate at and Municipal Premises No. formerly 22, MotilalBasak Lane, 24 Parganas (**Larger Property**).
- B. Guru Prasanna Das died *intestate* leaving behind surviving his 2 (two) sons, namely, (1) Harihar Das and (2) Shital Chandra Das (collectively **Legal Heirs Of Guru Prasanna**) as his only legal heirs who jointly and in equal share (being one-half share each) inherited all the right, title and interest of Late Guru Prasanna Das in the Larger Property.
- C. Harihar Das being one of the Legal Heirs Of Guru Prasanna died *intestate* leaving behind surviving his 3 (three) sons, namely, (1) Karnadhar Das, (2) Biswanath Das and (3) Jyotirmoy Das as his only legal heirs who jointly and in equal share inherited all the right, title and interest of Late Harihar Das (i.e. one-half share) in the Larger Property.
- D. In the above mentioned circumstances the ownership of the Said Premises is detailed in the chart given below:.

Sl.	Name of Owner	Succeeded From	Percentage	Definition
1.	Shital Chandra Das	Guru Prasanna Das	50%	<b>Share Of Shital</b>
2.	Karnadhar Das	Harihar Das	16.66%	<b>Share Of Karnadhar</b>
3.	Biswanath Das	Harihar Das	16.67%	<b>Share Of Biswanath</b>

4.	Jyotirmoy Das	Harihar Das	16.67%	<b>Share Of Jyotirmoy</b>
<b>Total:</b>			<b>100%</b>	

- E. By virtue of a Deed of Lease in Bengali Language dated 22<sup>nd</sup> May, 1964, registered in the office of the Sub- Registrar, Sealdah, recorded in Book No. I, Volume No. 22, at Pages 121 to 129, being Deed No. 922 for the year 1964 (**First Lease Deed**), Shital Chandra Das, Karnadhar Das, Biswanath Das and Jyotirmoy Das, jointly leased out a demarcated land measuring 1 (one) *bigha*, more or less out of the Larger Property in favour of Manorama Debi for a period of 21 (twenty one) years, for the terms and conditions therein.
- F. By virtue of another Deed of Lease in Bengali Language dated 22<sup>nd</sup> May, 1964, registered in the office of the Sub- Registrar, Sealdah, recorded in Book No. I, Volume No. 22, at Pages 167 to 175, being Deed No. 1004 for the year 1964 (**Second Lease Deed**), Shital Chandra Das, Karnadhar Das, Biswanath Das and Jyotirmoy Das, jointly leased out demarcated land measuring 1 (one) *bigha* out of the Larger Property in favour of MakhanlalSaha and MakhanlalDhar for a period of 21 years, for the terms and conditions therein
- G. On 3<sup>rd</sup> August, 1977, Biswanath Das being one of the Legal Heirs of Guru Prasanna died *intestate* leaving behind surviving his wife Anjali Das, 1 (one) son, ParthaSarathi Das and 1 (one) daughter, Rajasree Das as his only legal heir and heiresses who jointly and in equal share inherited the entirety of Share Of Biswanath in the Larger Property.
- H. On 23<sup>rd</sup> August, 1978, Shital Chandra Das died *intestate* leaving behind surviving (1) Lakshmi Moni Das and (2) Malina Das as his only legal heiress who jointly and in equal share inherited the entirety of Share OfShital in the Larger Property.
- I. In the above mentioned events and circumstances (1) Karnadhar Das, (2) Jyotirmoy Das, (3) Anjali Das, (4) ParthaSarathi Das, (5) Rajasree Das, (6) Lakshmi Moni Das and (7) Malina Das became the joint and absolute owners of the entirety of the Larger Property each having diverse undivided share therein.
- J. In the year 1984, Karnadhar Das, Jyotirmoy Das, Anjali Das, ParthaSarathi Das, Rajasree Das, Lakshmi Moni Das and Malina Das jointly instituted a Title Suit being T.S. No. 51 of 1984 before the Ld. 8<sup>th</sup> Sub- Ordinate Judge at Alipore (**Said Suit**) for ejection of Manorama Debi from portion of the Larger Property which was leased out to her vide the First Lease Deed.
- K. On 7<sup>th</sup> April, 1987, Karnadhar Das being one of the Legal Heirs Of Guru Prasanna died *intestate* leaving behind surviving his wife, Binapani Das and his only daughter, Parshati Day as his only legal heiresses who jointly and in equal share inherited the Share of

Karnadhar in the Larger Property.

- L. During the pendency of the Said Suit, the tenure of the First Lease Deed ended and the Said Suit was amended accordingly and by a Judgment dated 24<sup>th</sup> August, 1990 passed by the Ld. 8<sup>th</sup> Civil Judge. Senior Division in respect of the Said Suit (**Said Order**) it was stated that the Said Suit be decreed on compromise and upon the terms of the Solehnama petition and such terms of the Solehnama shall form part of the Decree.
- M. By virtue of the Said Order **(1)** Lakshmi Moni Das, **(2)** Malina Das, **(3)** BinaPani Das, **(4)** Parshati Das, **(5)** Anjali Das, **(6)** ParthaSarathi Das, **(7)** Rajasree Das and **(8)** Jyotirmoy Das became the joint and absolute owners of land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less together with R.T. structures, Dihi 55 gram 3-Division, 11- Sub-Division under DihiSura at MouzaKankargachi lying, situate at and Municipal Premises No. 22B, MotilalBasak Lane, Kolkata- 700054, Police Station Beliaghata, District South 24 Parganas.
- N. By an Indenture of Sale dated 2<sup>nd</sup> September, 2000, registered in the Office of the Additional Registrar of Assurances- I, recorded in Book No. I, Volume No. 1, at Pages 1 to 21, being Deed No. 1923 for the year 2002, **(1)** Lakshmi Moni Das, **(2)** Malina Das, **(3)** BinaPani Das, **(4)** Parshati Das, **(5)** Anjali Das, **(6)** ParthaSarathi Das, **(7)** Rajasree Das and **(8)** Jyotirmoy Das jointly sold, conveyed and transferred all that demarcated piece and parcel of land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less together with R.T. shed structures constructed thereon, lying, situate at and being Municipal Premises No. 22B, MotilalBasak Lane, Kolkata- 700054, Police Station Phoolbagan, District South 24 Parganas out of the Larger Property to Vivek Bulb Industries Private Limited, for the consideration mentioned therein.
- O. In the above events and circumstances Vivek Bulb Industries Private Limited (the Owner herein) became the sole and absolute owner of All That demarcated land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less lying, situate at being Municipal Premises No. 22B, Motilal Basak lane, within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Kolkata- 700054, Police Station Phoolbagan, District South 24 Parganas and got its name duly mutated in the records of the Kolkata Municipal Corporation vide Assessee No. 110310900679 (hereinafter referred to as the "**Said Premises**").
- P. Vivek Bulb Industries Private Limited subsequently got a Sanctioned Building Plan being No. 2014030118 dated 26<sup>th</sup> February, 2015 duly sanctioned by the Kolkata Municipal Corporation, Building Department, Borough No. III.

- Q. The Promoter is engaged inter alia in the business of undertaking development of real estate in and around the city of Kolkata and other places and have acquired considerable skill and expertise and have a reputed professional team at their command for the purpose of undertaking development of realestate.
- R. By a Development Agreement dated the 8<sup>th</sup> day of August, 2018 made between the Vendor herein therein referred to as the Owner of the one part and the Promoter herein therein referred to as the Developer of the other part and registered in the Office of the Additional Registrar of Assurances- I, Kolkata, recorded in Book No. I, being Deed No. 6262 for the year 2018, the Owner have engaged the Promoter inter alia in the business of undertaking development of the Said Premises in accordance to the sanctioned building plan.
- S. The Owner subsequently executed a Development Power of Attorney dated 10<sup>th</sup> April, 2019 after registered development agreement, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2019, at Pages 124109 to 124135, being Deed No. 190102489 for the year 2019 in favour of RAV Enclaves LLP for carrying on the development work as agreed in the said development agreement.
- T. The Promoter further revalidated/ revised the sanctioned building plan which was obtained by the Promoter being No. 2014030118 dated 26<sup>th</sup> February, 2015 and revalidated on \_\_\_\_ having revised Sanctioned Plan bearing No. \_\_\_\_\_ from the Kolkata Municipal Corporation.
- U. In pursuance of the aforesaid and in the course of development of the Said Premises, the Developer has completed construction of a multistoried building, comprising of Ground plus \_\_\_\_\_ (G+\_\_\_) (hereinafter referred to as the “**said Building/Said Cpmplex**”) in accordance with the above recited building plan, designs and specifications sanctioned by Kolkata Municipal Corporation 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.
- V. By an Agreement for Sale dated \_\_\_\_\_ made between the Parties herein, registered in the Office of the \_\_\_\_\_, recorded in \_\_\_\_\_, being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_ (hereinafter referred to as the “**Said Sale Agreement**”), the Purchaser has booked for transfer of residential Flat No. \_\_\_\_ on the \_\_\_ floor with one servant quarter, comprised in the said Building having total carpet area of \_\_\_\_\_ square feet, more or less, covered area of \_\_\_\_\_ square feet and super built up area of \_\_\_\_\_ square feet, more or less (hereinafter referred to as **Said Flat/Unit**) together with \_\_\_\_\_ **car parking** in the said Complex from the Promoter at a total consideration of **Rs.** \_\_\_\_\_,

The Promoter has obtained the Occupancy Certificate and/or Completion Certificate dated \_\_\_\_\_ issued by the Kolkata Municipal Corporation.

W.

X. The Purchaser, himself and/or through his advocate, has inspected the relevant documents and is fully satisfied with the title of the Vendor and Promoter to the Said Premises, sanctioned plans, the powers and authorities of the Vendor and Promoter to transfer the apartments in the Said Premises constructed thereon, the plans and specification of the construction, common areas, facilities and amenities to be provided with the flat/unit booked by the Purchaser, the lay out plan of the Said Flat and the location of the car parking space along with the Nature & Quality of the construction made and the facilities and benefits offered the super built area in respect of the Said Flat and the Car Parking space, the common parts and portions as stated herein and the reservation of the rights and areas/portions to and unto the Vendor together with the extent of right and benefits granted to the Purchaser and those reserved unto the Vendor.

Y. The Promoter have represented to the Purchaser that the Said Flat/Unit allotted to Purchaser and one car parking, is complete in all respects; and the Purchaser has inspected and confirmed the same and only after being fully satisfied had hereby approached the Vendor/ Promoter to execute this Indenture.

Z. Pursuant to the "Notice for Possession" dated \_\_\_\_\_ issued by the Promoter to the Purchaser, the Purchaser has paid the total consideration alongwith all the dues and extra charges to the Promoter and has requested the Promoter to execute and register this Indenture in favour of the Purchaser and to deliver vacant and peaceful possession of the aforesaid Said Flat/Unit in the said Building and car parking (if any).

**NOW THIS INDENTURE WITNESSETH:-**

I. That in the premise aforesaid and in consideration of the sum of **Rs.** \_\_\_\_\_ for the Said Flat/Unit along with car parking (if any) paid by the Purchaser to the Promoter by way of consideration money on or before the execution of these presents [the receipt whereof the Promoter 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/Unit, the Promoter hereby grant, transfer, assign and assure and confirm to and unto the Purchaser the Said Flat/Unit morefully described in **Part I** of the **Second Schedule** together with car parking (if any) admeasuring \_\_\_\_\_ square feet in the Said Complex morefully described in **Part II** of the **Second Schedule** hereunder written together with undivided proportionate share or interest in the land together with undivided proportionate share or interest in the common areas, facilities and amenities of the said Building morefully described in **Part-I** of the **Third Schedule** hereunder written together with the common areas, facilities and amenities of the subject to the terms, conditions and provisions contained herein but otherwise free from all encumbrances,

charges, liens, lis-pendens, trust, execution and attachment/acquisition/requisition proceedings and all other liabilities whatsoever (the Said Flat/Unit No. \_\_\_\_\_, the car parking space 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 Flat and Appurtenances or any part or parcel thereof **TO HAVE AND TO HOLD** the Said Flat and Appurtenances 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 Flat 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 purpose and no other

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

- (a) That notwithstanding any act, deed or thing by the Vendor and Promoter executed or knowingly suffered to the contrary, that the interest which the Vendor and Promoter doth hereby profess to transfer and that the Vendor and Promoter has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser the Said Flat and Appurtenances and all other rights attached thereto.
- (b) The Said Flat and Appurtenances 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 and 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 and 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 Appurtenances and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor



and the 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 purchasers 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 complex 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 for the first \_\_\_\_ months 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 15 (fifteen) 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 Promoter or any person or persons lawfully or equitably claiming as aforesaid.
- (l) The Purchaser hereby further agrees, assures and gives its free consent to the Promoter to amalgamate any adjoining premises with the land of the Said Complex.
- (m) **AND FURTHER THAT** the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat and Appurtenances 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.
- (n) The Promoter has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said 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 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 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 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. The Transferee or the intending Transferee of the residential units shall enjoy the facilities and convenience of the said complex including the common portions as decided by the Promoter in its sole discretion. The Purchaser shall not, under any circumstances, raise any objection or hindrance thereto.
- f) Promoter shall bear all municipal taxes, rates, levies, surcharges and out goings of or on the Said Flat and Appurtenances relating from the date of possession or registration of the Indenture in favour of the Purchaser whichever is earlier. Deemed date of possession shall mean \_\_\_\_\_ days after issuance of "notice of possession/call for possession" for taking over of possession of his/her/its unit in person or through agent or attorney irrespective of actual possession of the flat/unit has been taken or not.
- 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 @ ...% 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 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 Flat and Appurtenances 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 Flat and Appurtenances to the provisions of the Act.

**V. HOUSERULES:**

- (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/Unit.
- (2) Each Owner shall keep such flat 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.
- (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 with others shall be permissible BUT not to use the common areas and installations including the roof of the said Building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
- (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.
- (8) The ultimate roof will be common to all the Allottes and the Promoter shall always hold a right to put signage and/or hording over the same, which is consented by the allotte hereby.
- (9) The Allotte shall pay the maintenance charges on time without default.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(SAID PREMISES)**

**ALL THAT** land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less lying, situate at being Municipal Premises No. 22B, Motilal Basak lane, within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Kolkata- 700054, Police Station Phoolbagan, District South 24 Parganas and butted and bounded as follows:

On the North by :  
On the South by :  
On the East by :  
On the West by :

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**PART-I**  
**[DESCRIPTION OF SAID FLAT]**

**All THAT** residential Flat/Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor and one servant quarter having a total carpet area of \_\_\_\_\_ square feet, more or less, covered area of \_\_\_\_\_ square feet and super built up area of \_\_\_\_\_ square feet, more or less, comprised in the said Complex named “AG Verge” 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/Unit is shown in the map/plan annexed hereto and marked with **RED** border and marked as Annexure ‘**B**’

**PART-II**  
**[DESCRIPTION OF PARKING SPACE]**

Right to park one medium sized car in the open/covered car parking space in the Said Complex.

**THIRD SCHEDULE ABOVE REFERRED TO**  
**PART-I**

**Common area , amenities & facilities;**

- a. Lobby Area: Finished with Vitrified Tiles on all floors.
- b. Passage and Driveway : Finished with VDF in Covered Car Parking Space/Net Cement and/or Paver Tiles/Block in the Driveway and/or Open Car Park Area.
- c. Stair Case: Indian Patent Stone Flooring/Vitrified Tiles with Railing.
- d. Lift Lobby and Lift Machine Room: 4/5 Passenger Lift, with Vetrified Tiles in Lift Lobby area.
- e. Roof: Ultimate roof with waterproofing.
- f. Water Reservoir: Under Ground and Overhead Tank water reservoir with Proper water proofing.
- g. Security Room: Brick built if any.
- h. Generator with 24 hours facility.

**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, said Building 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;
3. 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 tenable 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 Promoter 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 Promoter/ 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.

**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/ Complex 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 in the Said Complex.

4. Monthly maintenance expenses and other services and the common areas, facilities and amenities of the said Building/Complex.
5. Municipal and other taxes, impositions, water charges tax, and proportionate share of electricity charges for the common areas of the said Building/Complex.
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.

**IN WITNESS WHERE OF** the Parties have here unto 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)

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**VENDOR**

2)

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**DEVELOPER**

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**PURCHASER**

