



This Indenture made this _____ day of _____, 2023
made between (1) **SUNRISE BUILDERS AND FINANCE PRIVATE LIMITED**, a company duly incorporated under the Companies Act,

1956 and within the meaning of the Companies Act 2013, having **PAN** _____, having CIN having its registered office at 8, Camac Street, 12th Floor, Post Office _____, Police Station- _____, Kolkata-700 017, represented by its Director _____, son of _____, residing at _____, Police Station- _____, Post Office Kolkata-700 0__, **(2) URVASHI DISTRIBUTORS PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956 and within the meaning of the Companies Act 2013 having **PAN** _____, having CIN having its registered office at 11/1/C, East Topsia Road, Plot No. 26, Post Office _____, Police Station- _____, Kolkata-700 046, represented by its Director _____, son of _____, residing at _____, Police Station- _____, Post Office Kolkata-700 0__, **(3) BISWESWAR CHOWDHURI**, son of the Late Dhrubojyoti Chowdhury, having PAN _____, having Aadhar No. _____ by faith Hindu, by occupation-Engineer, **AND (4) SMT. CHANDA CHOWDHURY**, wife of Bisweswar Chowdhuri, having **PAN** _____, having Aadhar No. _____, by faith Hindu, by occupation-Housewife, both residing at _____, Post Office _____ and Police Station- _____, Kolkata-700 026, hereinafter jointly referred to as the **OWNERS** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include so far as the companies are concerned their respective successors, successors-in-interest and assigns and so far the individuals are concerned their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**:

AND

UTOPIA DEVELOPERS a Partnership firm having **PAN- AAGFU6177J** carrying on business at P-78, Lake Road, Post Office- Sarat Bose Road and Police Station- Rabindra Sarovar, Kolkata 700029, represented by one of its Partners namely Mr. Soumyajit Gupta, son of the late Indrajit Gupta, having **PAN-AJAPG9130E**, having **Aadhar No. 4474 9191 3448**, residing at Premises No. 87A, Sarat Bose Road, Post Office- Kalighat, Police Station Bhowanipore, Kolkata-700026 hereinafter referred to as the **PROMOTER** (which expression shall



unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **SECOND PART**:

AND

[If the Allottee is a company]

_____], (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 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 "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____], (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about [], residing at _____, (PAN _____), hereinafter called the



"Allottee" (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 assignees) of the **THIRD PART**

[OR]

[If the Allottee 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 **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**

The Owners/Vendors, Promoter and Allottee(s)/Purchaser(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party"

WHEREAS:

15/2, Priyanath Mullick Road

A. By a registered Indenture of Conveyance dated the 22nd day of December, 1925 one Madhab Chandra Ghosh purchased All That the piece and parcel of land containing an area of 7 cottahs 8 chittacks 36 sq.ft. be the same a little more or less lying situate at and being Plot No.87/2 of the Surplus land in Improvement Scheme No. V formed out of the portion of old Premises Nos.102A and 102B, Beltala Road and 147, Russa Road (South), being part of Holding Nos.374 and 379, Sub-Division M, Division-VI, of Dihi Panchannagram, Police Station-Bhowanipore, within the limits of the then Calcutta Municipal Corporation, Ward No.72, District the then 24-Parganas (hereinafter referred to as the **said 1st premises**) from The Trustees for the



Improvement of Calcutta and became seized and possessed absolutely and forever.

B. The said 1st premises was subsequently numbered by the then Calcutta Municipal Corporation being premises No.15/2, Priyanath Mullick Road.

C. The said Madhab Chandra Ghosh who during his lifetime was a Hindu, governed by the Dayabhaga School of Hindu Law died on 26th September, 1964 after making and publishing his Last Will and Testament dated the 17th day of June, 1961 whereby and where under he appointed the State Bank of India as the Sole Executor and Trustee under the said Last Will and Testament and gave devised and bequeath All That the said **1st Premises** in favour of Amarnath Dey and Nitya Lal Dey absolutely and forever.

D. The said State Bank of India being the Executor applied for and obtained probate issued on 18th day of March, 1975 of the said Last Will and Testament of the said Madhab Chandra Ghosh from the Hon'ble High Court at Calcutta and as such became the trustee of the said **1st Premises**.

E. In terms of the Last Will and Testament of Madhab Chandra Ghosh the said State Bank of India executed a Deed of Transfer dated the 25th day of July, 1985 in favour of the said Amarnath Dey and Nitya Lal Dey and duly registered the same with Registrar of Assurances, Calcutta in Book No.I, Volume No.327, Pages 337 to 344, Being No.14881 for the year 1985 in respect of the said **1st Premises**.

F. Thus the said Amarnath Dey and Nitya Lal Dey jointly became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said **1st Premises** absolutely and forever.

G. By an Indenture of Conveyance dated the 24th day of February, 1989 made between the said Amarnath Dey therein referred to as the Vendor of the One Part and one Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani therein jointly referred to as the Purchasers of the Other Part and



registered with Registrar of Assurances, Calcutta in Book No.I, Volume No.77, Pages 291 to 300, Being No.2099 for the year 1989 the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers All That his undivided ½ part or share of the said **1st Premises** absolutely and forever.

H. By another Indenture of Conveyance dated the 24th day of February, 1989 made between the said Nitya Lal Dey therein referred to as the Vendor of the One Part and one Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani therein jointly referred to as the Purchasers of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.77, Pages 301 to 310, Being No.2100 for the year 1989 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers All That his undivided ½ part or share of the said 1st Premises absolutely and forever.

I. Thus the said Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani jointly became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said **1st Premises** absolutely and forever.

J. By a Deed of Declaration dated the 22nd day of July, 1994 executed by the said Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Dipika Hemani and Bhavana Hemani and registered at the office of the Additional District Sub-Registrar, Alipore in Book No.I, Being No.2131 for the year 1994 the declarant therein declare themselves as the sole and absolute Owners of the said **1st Premises**.

K. By an Indenture of Conveyance dated the 22nd day of July, 1994 made between the said Smt. Hansa Hemani, Smt. Bharti Hemani, Smt. Uma Hemani, Smt. Dipika Hemani and Smt. Bhavana Hemani therein jointly referred to as the Vendors of the One Part and the Owner No.1 herein therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Alipore, South 24-Parganas in Book No.I, Volume No.61,



Pages 243 to 280, Being No.2183 for the year 1994, the Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser All That the said **1st Premises** absolutely and forever.

L. Thus the said Owner No.1 became the absolute Owner of the said 1st Premises free from all encumbrances, charges, liens, lispense, acquisitions, requisitions of whatsoever nature. More fully and particularly described in **Part I** of the **First Schedule** hereunder written.

II. 15/1B, Priyanath Mullick Road

M. By a registered Indenture of Conveyance dated the 9th day of February, 1926 one Jadu Nath Sarkar purchased All That the piece and parcel of land containing an area of 5 cottahs 6 chittacks 10 sq.ft. be the same a little more or less lying situate at and being Plot No.87/1 of the Surplus land in Improvement Scheme No.V formed out of the portion of old Premises Nos.102A and 102B, Beltala Road and 147, Russa Road (South), being part of Holding Nos.374 and 379, Sub-Division M, Division-VI, of Dihi Panchannagram, Police Station-Bhowanipore, within the limits of the then Calcutta Municipal Corporation, Ward No.72, District the then 24-Parganas (hereinafter referred to as the Mother premises) from The Trustees for the Improvement of Calcutta and became seized and possessed absolutely and forever.

N. The said Jadu Nath Sarkar divided the said Mother Premises in two parts and thus All That the piece and parcel of land containing an area of 2 cottahs 10 chittacks 40 sq.ft. be the same a little more or less being the divided and demarcated portion of the said Mother Premises numbered as Premises No.15/1B, Priyanath Mullick Road (hereinafter referred to as the **said 2nd premises**).

O. The said Jadu Nath Sarkar who during his lifetime was a Hindu, and governed by Dayabhaga School of Hindu Law died intestate on 4th April, 1938 leaving him surviving his widow Smt. Ashima Sarkar and two unmarried daughters namely Smt. Priti Sudha Sarkar and Smt.



Smriti Sudha Sarkar, who had a limited interest in the said 2nd premises, two married daughters namely Smt. Shanti Roy Choudhury, Smt. Bhakti Sudha Basu, who didn't have any right title and interest on the said 2nd premises and two sons namely Jitendranath Sarkar and Jibendranath Sarkar who upon his death jointly became entitled to All That the said **2nd Premises** absolutely and forever.

P. The said Smt. Ashima Sarkar who during her lifetime was a Hindu, and governed by Dayabhaga School of Hindu Law died on 23rd February, 1946 after making and publishing her last Will and Testament dated 12th December, 1945 duly registered with the office of the District Sub-Registrar, Alipore in Book No.III, Volume No.5, Pages 49 to 50, Being No.65 for the year 1945 whereby and where under she appointed one Subodh Chandra Basu and Jitendranath Sarkar as the joint Executors under the said last Will and Testament and give devised and bequeath All That the said **2nd Premises** in favour of her younger daughter Smt. Smriti Sudha Sarkar (Pal) absolutely and forever.

Q. The said Subodh Chandra Basu and Jitendranath Sarkar jointly applied for and obtained probate of the said last Will and Testament before the Learned Court of District Delegate, Alipore under Act 39 Case No.15 of 1946 issued on 14th day of November, 1946 and as such the said Smt. Smriti Sudha Sarkar (Pal) became the owner of All That the said **2nd Premises** absolutely and forever.

R. The said Smt. Smriti Sudha Sarkar (Pal) who during her lifetime was a Hindu and governed by Dayabhaga School of Hindu Law died intestate on 10th May, 1983 leaving her surviving her husband Jyoti Prasad Pal and only son Anil Kumar Pal as his heirs and legal representatives who upon her death became jointly entitled to All That the said **2nd Premises** each having undivided 1/2nd shares.

S. The said Anil Kumar Pal who during his lifetime was a Hindu, and governed by Dayabhaga School of Hindu Law died intestate on 19th August, 1995 leaving him surviving his father Jyoti Prasad Pal as his heir and legal representative who upon his death became entitled to All That his undivided ½ part or share in the said **2nd Premises**.



T. The said Jyoti Prasad Pal who during his lifetime was a Hindu and governed by Dayabhaga School of Hindu Law died on 10th February, 2003 after making and publishing his last Will and Testament dated 3rd September, 1999 whereby and where under he appointed one Smt. Sabitri Biswas as the Sole Executrix under the said last Will and Testament and give devised and bequeath All his properties including the said **2nd Premises** in favour of the said Smt. Sabitri Biswas absolutely and forever.

U. The said Smt. Sabitri Biswas duly applied for and obtained probate of the said last Will and Testament from the Learned Court of District Delegate, Alipore under Act 39 Case No.183 of 2003 issued on 23rd day of December, 2003 and as such the said Smt. Sabitri Biswas (Sil) became owner of All That the said **2nd Premises** absolutely and forever.

V. By a Deed of Conveyance dated the 26th March, 2010 made between the said Smt. Sabitri Biswas (Sil) therein referred to Vendor of the One Part and the Owner No.2 herein therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurance-I, Kolkata in Book No.I, CD Volume No.10, Pages 3374 to 3390, Being No.03828 for the year 2010 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser All That the said **2nd Premises** absolutely and forever.

W. One Ashim Sirkar filed a Title Suit being No. 3528 of 2010 before the Learned 4th Civil Judge (Junior Division) at Alipore against the Vendor No.2 herein and the said Smt. Sabitri Biswas (Sil) praying for the cancellation of the said Deed of Conveyance dated the 26th March, 2010, Being No. 03828 for the year 2010 and to declare the same as null and void.

X. By a Memorandum of Settlement dated the 19th day of June, 2012 made between the said Ashim Sirkar and the Vendor No.2 herein, the Parties therein agreed to settle the said Title Suit being No. 3528 of 2010 mutually by and between them at and for the



consideration and on the Terms and condition contained therein. In terms of the said Memorandum the parties jointly filed a compromise petition before the Learned Court in the said suit.

Y. By a Deed of Declaration dated the 19th day of June, 2012 made between the said Ashim Sirkar therein referred to as the First party of One Part and the Owner No.2 herein therein referred to as the Second Party of the Other Part and registered at the office of District Sub-registrar-I, South 24 Parganas in Book No. I, CD Volume No.10, Pages 887 to 903, Being No. 02223 for the year 2012, the said Ashim Sirkar disclaimed all his right, title, interest and claims whatsoever nature in respect of the said **2nd Premises** at and for the consideration and on the terms and conditions mentioned therein.

Z. Thus the said Owner No.2 became the absolute owner of All that the said 2nd Premises free from all encumbrances, charges, liens, lispendense, trusts of whatsoever nature. More fully and particularly described in the Part II of the First Schedule hereunder written.

Premises No. 15/1A Priyanath Mullick Road

Y. One Jibendranath Sarkar and Jitendra Nath Sarkar were jointly and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All that piece and parcel of land containing an area of 2 cottahs and 8 chittacks be the same a little more or less situate lying at Premises No. 15/1A Priyanath Mullick Road Kolkata. (hereinafter referred to as the said **3rd Premises**).

Z. The said Jibendranath Sarkar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 31st December, 1968 leaving him surviving his widow Smt. Rita Sarkar, as his only heiress and legal representative who upon his death became entitled to All That his undivided ½ part or share in the said **3rd Premises**.



AA. The said Smt. Rita Sarkar filed a suit for partition being Title Suit No.46 of 1969 before the Learned Court of 4th Sub-Judge at Alipore, 24-Parganas against Jitendranath Sarkar for division and demarcation of All the properties of Jadu Nath Sarkar the predecessor in title of the said Jibendranath Sarkar and Jitendranath Sarkar along with the said **3rd Premises**.

BB. By a decree dated 19th day of April, 1986 the Learned Court of 4th Sub-Judge, Alipore, 24-Parganas was pleased to allow the compromise petition filed by the parties in the said suit and the said premises devolved upon the said Jitendranath Sarkar absolutely and forever in terms of the said compromise decree.

CC. The said Jitendranath Sarkar who during his lifetime was a Hindu, and governed by Dayabhaga School of Hindu Law died intestate on 14th May, 1999 leaving him surviving his only son Ashim Sarkar, as his only heir and legal representative who upon his death became entitled to All That the said **3rd Premises** absolutely and forever.

DD. By a Bengali Kobala (Deed of Conveyance) dated the 3rd Magh, 1409 corresponding to 17th January, 2003 made between the said Ashim Sarkar therein referred to Vendor of the One Part and the Owners No. 3 and 4 herein therein jointly referred to as the Purchasers of the Other Part and registered at the office of Additional District Sub-Registrar, Alipore in Book No.I, Volume No.183, Pages 272 to 295, Being No.2679 for the year 2003, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein and the Owners No. 3 and 4 herein, All That the said **3rd Premises** absolutely and forever.

EE. By a Development Agreement dated the 15th day of March, Two Thousand and Twenty One (2021) made between the said Owners No. 3 and 4 herein therein jointly referred to as the Owners of the One Part and the Promoter herein therein referred to as the Developer of the Other Part and registered at the office of the District Sub-



Registrar-III South 24-Parganas in Book No. I, Volume Number 1603-2021, Pages 61424 to 61470 Being No. 160302051 for the year 2021, the said Owners jointly therein on the terms and conditions mentioned therein appointed the Promoter herein to develop and promote the said 3rd Premises by constructing a multistoried residential-cum-commercial building comprising of several independent Units, car parking spaces and other constructed areas thereon and to commercially exploit the same.

FF. The Owners No. 3 and 4 had executed a Power of Attorney in favour of the Promoter dated the 16th day of March, Two Thousand and Twenty One 2021 and registered at the office of the District Sub-Registrar III, South 24-Parganas in Book No. I, Volume No. 1603-2021, Pages 58548 to 58569, Being No. 160302216 and for the year 2021, to enable the Promoter to promote and develop the said 3rd Premises as agreed.

GG. By another Development Agreement dated the 25th day of March, Two Thousand and Twenty One (2021) made between the Owners No. 1 and 2 herein therein jointly referred to as the Owners of the One Part and the Promoter herein therein referred to as the Developer of the Other Part and registered at the office of the District Sub-Registrar-III South 24-Parganas in Book No. I, Volume Number 1603-2021, Pages 79778 to 79830 Being No.160302738 for the year 2021, the said Owners jointly therein on the terms and conditions mentioned therein appointed the Promoter herein to develop the said 1st and 2nd Premises by constructing a multistoried residential-cum-commercial building comprising of several independent Units, car parking spaces and other constructed areas thereon and to commercially exploit the same.

HH. The Owners No. 1 and 2 had executed a Power of Attorney in favour of the Promoter dated the 20th day of January, 2022 and registered at the office of the District Sub-Registrar III, South 24-Parganas in Book No. I, Volume No. 1603-2021, Pages 48347 to 48373, Being No. 160301617 for the year 2022, to enable the



Promoter to promote and develop the said 1st and 2nd Premises as agreed.

II. After the registration of the Development Agreements dated the 15th day of March, Two Thousand and Twenty One (2021) and 25th day of March, Two Thousand Twenty One (2021) the Promoter had applied for amalgamation of the said 1st, 2nd and 3rd Premises in the concerned department of the Kolkata Municipal Corporation and based upon such application the said 1st, 2nd and the 3rd premises got amalgamated and came to be known as Premises No.15/2 Priyanath Mullick Road Kolkata-700026 more fully and particularly described in the **Part IV** of the **First Schedule** hereunder written (hereinafter referred to as the **said Premises**).

JJ. Pursuant to the terms and conditions of the aforesaid Development Agreements the Promoter got a plan, being Building Permit No. _____ dated the _____, duly sanctioned by the Kolkata Municipal Corporation for construction of a multistoried residential-cum-commercial building comprising of several independent Units upon the Said Premises or on the part thereof to be known as "_____" (hereinafter referred to as the **said Project**).

KK. Subsequent to the commencement of the West Bengal Real Estate (Regulation and Development Rules, 2021 (RERA), the Promoter had registered the Project under the provisions of RERA with the Authority concerned under registration no. RERA/_____ issued by the authority in response to its Application dated the ____ day of _____, 20____.

LL. By an Agreement dated the _____ made between the parties hereto (hereinafter referred to as the **said Agreement for Sale**) and on the terms and conditions mentioned therein the Owners and the Promoter herein have agreed to sell and the Purchaser(s) herein has/have agreed to purchase **All That** the Apartment, being the **Apartment No._____** having carpet area of _____ **square feet** Together With exclusive balcony having built up area of _____ (**total _____ square feet** of super built-up area), on the _____ **floor** of the building Together With the undivided proportionate impartible share



in the land of the Project known as "_____ " attributable thereto Together With Right to park in **One Independent Car parking Space being No. _____** in the _____ more fully and particularly described in the **Part- I and II** of the **Second Schedule** thereunder written as also here under written and pro rata Common areas _____ **Sq.ft.** of the said Project known as "_____ " more fully mentioned in the **Part-I** of the **Third Schedule** thereto as also here under written and right to enjoy common amenities and facilities of the said Project more fully mentioned in the **Part-II** of the **Third Schedule** thereto as also here under written along with the right to enjoy the same in common to the other allottees of the said Tower and the said Project (herein after collectively referred to as the said Apartment) at and for the consideration of **Rs. _____/- (Rupees _____)** only excluding ST/GST as applicable thereon and other Extras, Deposits and Charges as recorded therein and on the other terms and conditions as contained therein.

MM. The Purchaser(s)/Allottee(s) herein has/have approached the Owners and the Promoter herein to execute the Deed of Conveyance of the said Apartment in his/her/their favour and the Owners and the Developer/Promoter herein have agreed to do so in favour of Purchaser(s) subject to the terms and conditions as set forth hereunder.

NN. Prior to the execution of this Deed of Conveyance the Purchaser(s)/Allottee(s) have also inspected, investigated and satisfied himself/herself/themselves about the followings:-

- a) the title of the Owners to the said Premises;
- b) the right of the Owners and the Promoter to sell/transfer the said Apartment;
- c) the said Plans as modified and the Completion Certificate;
- d) all the documents as recited hereinabove;



- e) the carpet area of the said Apartment and the pro-rata share in the Common Areas;
- f) the area and location of the utility room (if any) and/or car parking space, if any;
- g) the open terrace, if any;
- h) the Common Areas of the building and the Project;
- i) the Common Facilities and Amenities of the new building and the said Project.
- j) the ingress and egress facility to and from the said Project and accessibility to the main road abutting the said Project;
- k) the quality and brand of workmanship, specifications, materials used in the construction of the said Apartment and the building.
- l) the structural stability of the building.
- m) the term, condition, covenant, stipulations, restriction, reservation and obligations subject to which this Deed is being executed with regard the said Apartment and properties appurtenant thereto together with the right to use the car parking space, if any;

and the Purchaser(s) has/have further agreed represented and undertook not to raise any objection demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or whosoever.

OO. Based on the aforesaid representation and other covenant by the Purchaser(s), the Owners and the Promoter at the request of the Purchaser(s), execute this Deed of Conveyance in favour of



Purchaser(s) subject to the terms and conditions as set forth hereunder.

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

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

ASSOCIATION OF ALLOTTEE(S)/PURCHASER(S) – shall mean an Association of Allottee(s)/Purchaser(s) in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.

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

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

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

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



COMMON FACILITIES AND AMENITIES: shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Fourth Schedule** hereunder.

COMMON EXPENSES – shall mean and include as mentioned in the **Fourth Schedule** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Purchasers/Allottees and to be contributed, borne, paid and shared by all the Purchasers/Allottees of the Project.

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

DATE OF COMMENCEMENT OF POST POSSESSION LIABILITY - shall mean the date on which the Purchaser(s) takes/take actual physical possession of the said Apartment after fulfilling all his/her/its liabilities and obligations in terms of the Agreement for Sale or the date of expiry of the period specified in the notice in writing by the Promoter to the Allotees/Purchaser(s) to take possession of the said Apartment irrespective of whether the Purchaser(s) took actual physical possession of the said Apartment or not, whichever be earlier.

GARAGE – shall mean the spaces in the portions of the Ground Floor level of the Project whether semi-covered or open or mechanical parking spaces expressed or intended to be reserved for parking of motor vehicles/two wheelers, more fully and particularly mentioned and described in the **Part-II** of the **Second Schedule**.



MAINTENANCE-IN-CHARGE - shall upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the Promoter mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Promoter and/or any Facility Management Agency or Facility Management Company appointed by the Promoter for the same purpose.

NEW BUILDING - shall mean the new building(s) consisting of G+___storeys constructed and completed at the said Premises being named " _____" containing several independent and self contained residential apartments, parking spaces and other constructed areas, The Ground and the First Floor of the said Building shall be used for commercial purpose .

PLAN(S) – PLAN - shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No. _____ dated the _____ for construction of the Ground plus Four (G+___) building consisting of self contained independent apartments and the car parking spaces whether open or covered within the said Project (defined herein below) and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof to be known as _____ and the ground floor and first floor of the said building shall be used for commercial purpose and wherever the context so permits or intends shall include a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, and any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

PROJECT - shall mean the residential building complex known as _____ comprising of one/___ Ground plus _____ (G+___) building(s) consisting of self contained independent apartments and the car parking spaces whether open or covered within the complex and the Common Areas, Common



Facilities and Amenities constructed by the Promoter in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.

RULES – shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under The Real Estate (Regulation and Development) Act, 2016.

REGULATION – shall mean the regulations made under the Real Estate (Regulation and Development) Act, 2016.

SAID PREMISES – shall mean All That the piece and parcel of land containing an area of 12 Cottahs _____ Chittacks be the same a little more or less together with _____ storied building standing thereon situate lying at and being Premises No.15/2, Priya Nath Mallick Road, Police Station-_____, Ward No._____, Kolkata-700 0_____, District South 24 Parganas, more fully and particularly described in the **Part IV** of the **First Schedule** hereinabove written.

SAID SHARE – shall mean proportionate undivided indivisible impartible variable share in the land comprised underneath the new building in the said land attributable to the said Apartment purchased hereunder by the Purchasers/Allottees.

SAID APARTMENT- shall mean **ALL THAT** the residential **Apartment No.**_____, containing carpet area of _____ **Sq. ft.** approximately together with an exclusive private balcony area of _____ **Sq. Ft.**, (total built up area of _____ sq.ft. approx.), be the same a little more or less, on the _____TH **Floor** of the Building and proportionate common areas of _____ Sq. Ft. of Project known as "_____" presently under construction, more fully and particularly mentioned and described in the **Part-I** of the **Second Schedule** hereunder written and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour **RED** thereon constructed and completed in accordance to the Specifications as mentioned in the **Third Second Schedule** hereto and Together with a Garage/semi-covered parking being No. _____, **OR** Together with right to park in open car parking space or mechanical parking being No. _____, more fully and particularly mentioned and described



in the **Part-II** of the **Second Schedule** hereunder written and delineated on the Floor Plan being **Annexure B** hereto and bordered in colour **GREEN** thereon and Together With the said share, more fully and particularly mentioned and described in the **Part-IV** of the **First Schedule** hereunder written and Together with right to enjoy the Common Areas, Facilities and Amenities, more fully and particularly mentioned and described in the **Part I and II** of the **Fourth Schedule** hereunder written along with the right to enjoy the same in common to the other allottee(s) of the said New Building and the said Project.

SAID PROJECT - shall mean the residential building complex known as _____ comprising of one/___ Ground plus _____ (G+___) building(s) consisting of self contained independent apartments and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities constructed by the Promoter in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.

SIGNAGE SPACE - shall mean all signage and display spaces outside of all the Commercial spaces as shall be earmarked by the Promoter in the Said Project

SPECIFICATION - shall mean the specification for the said Apartment as mentioned in the **Part III** of the **Second Schedule** hereunder written as used/installed and approved by the Architect of the said Project.

UTILITY ROOM -shall mean the room on the floor of the Apartment or in the ground floor level wherever agreed to be sold along with the Apartment.

RR. All other words if defined in the said Agreement for Sale shall have the same meaning hereunder.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said agreement and in consideration of the aforesaid sum of **Rs. _____/- (Rupees _____)** only of the lawful money of the Union of India well and truly paid by the



Allotee(s)/Purchaser(s) to the Owners (the receipt whereof the Owners do hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allotee(s)/Purchaser(s) and the said Apartment and properties appurtenant thereto), the Owners do and each of them doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allotee(s)/Purchaser(s) **All that** the ____ **BHK** residential **Apartment No.**_____ having carpet area of _____ square feet Together with exclusive Balcony having built up area of _____ Sq.ft. approximately (____ square feet of total super built-up area)on the _____ **floor** in of the new building, more fully described in the **Part-I** of the **Second Schedule** written here under and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour **RED** there on constructed and completed in accordance to the Plans **AND** as per the Specifications as mentioned in the **Part-II** of the **Second Schedule** hereto Together With the undivided proportionate impartible share in the land of the Project known as "_____" attributable thereto more fully described in the First Schedule hereto Together With Right to park in **One Independent Car parking Space being No.** _____ in the ground floor level of the said new building of the said Project, more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together with pro rata share of Common Areas of the said Project more fully mentioned in the **Part-I** of the **Third Schedule** hereto Together with proportionate Right to Enjoy Common Amenities and Facilities of the said Project more fully mentioned in the **Part-II** of the **Third Schedule** hereto in common to the other Purchasers/Allotees of the said Building and the said Project(hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common installations, amenities and facilities in common with the other Purchasers and the other lawful occupants of the said Project **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD**



the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s) absolutely and forever but at all time subject to the perpetual payment of the proportionate share of the common expenses including but not limited to the Common Expenses mentioned in Fourth Schedule and also proportionate share of the maintenance charges and all other rate, taxes, dues and other levies now chargeable upon the said Apartment wholly and said common areas of the Tower and the said Project and the common amenities and facilities of the said Project proportionately to the Promoter/Maintenance in Charge/facility management agency appointed by the Promoter/Association, as the case may be and further subject to the observance, performance and compliance by the Purchaser(s)/Allotees of the terms, conditions, covenants, stipulation, restriction and obligation as hereby and hereunder stipulated and written.

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

a) Notwithstanding any act deed matter or thing whatsoever by the Vendors/Promoter done or executed or knowingly suffered to the contrary the Owners/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.



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

d) The Purchaser(s)/Allotee(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser(s)/ shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners or any person or persons lawfully or equitably claiming as aforesaid.

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

g) The Owners have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Apartment And the Rights And Properties Appurtenant



thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

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

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

a) The Purchaser(s)/ Allottee(s) has/have read and understood the terms of the Agreement for Sale, which is treated as part of this Indenture, and has/have accepted the terms and conditions thereof. The Purchaser(s)/ Allottee(s) doth/do and each of them doth hereby covenant(s) with the Promoter to be always bound by the same and shall not violate the same in any manner whatsoever.

b) to co-operate with the Promoter/ Allottee(s) and/or the facility management agency appointed by the Promoter or the Association in the management and maintenance of the building/said Project and other Common Purposes and formation of the Association.



- c) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Tower/said Project and in particular the Common Areas, Facilities and Amenities and other common purposes.
- d) to use the Apartment only for residential purpose in a decent and respectable manner and for no other purpose.
- e) unless the right of parking motor car is expressly granted and mentioned in the Second Schedule hereunder written, the Purchaser(s) shall not park any motor car or any other vehicle at any place in the Tower/said Project and if the right to park car is so expressly granted and mentioned in the Second Schedule the Purchaser(s) shall use the Car Parking Space(s) only for the purpose of parking of his/her/their medium sized motor car.
- f) to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.
- g) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the Tower/said Project.
- h) to keep the Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Tower in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the Tower and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser(s) do and each of them doth hereby covenant that the



Purchaser(s) shall not make any form of alteration in the beams and columns passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

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

j) to apply for and obtain at his/her/their own costs separate assessment and mutation of the Apartment in the records of the concerned statutory authority and the Vendors/Promoter shall give their consent for the same.

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



l) to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, the Ministry of Environment and/or any competent authority or organization.

m) to collect and throw all refuse, rubbish, scrap, tins, bottles, boxes, containers of all kinds and article that are to be disposed of into the proper bins, receptacles or containers to be provided therefor and not to throw the same from through or over the windows or any part of the Apartment.

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

o) to be solely responsible for all its equipment and other facilities and amenities and common area of the said building as well as the said Project.

p) to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including



but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Apartment for selling of or dealing with the products or rendition of the services from the Apartment. As and when called upon to do so, the Purchaser(s) shall produce before the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, all such permissions and licenses and if the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers is not satisfied and require of the Purchaser(s) to obtain such other or further permissions or licenses from such authorities, the Purchaser(s) shall forthwith cause to obtain such permissions or licenses.

q) to permit the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers and their surveyors or agents with all necessary workmen and appliances at all reasonable times and without previous notice in writing to the Purchaser(s) to enter upon the Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining office space of all defects, decays and want of repairs there found.

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

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

t) not to keep in the parking place anything other than private motor car and shall not raise or put up any kutchra or pucca structure grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the said car parking space or blocking by putting any articles.

u) not to use any part of the building/said Project or other Common Areas, Facilities and Amenities for bathing or other



undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Purchaser(s)/Allottee(s).

v) no Purchaser/Allottee shall make or permit any disturbing noises in the Tower/said Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in such Apartment if the same shall cause disturbance or annoyance to the other occupants of the Building. No Purchaser shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.

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

x) no bird or animal shall be kept or harboured in the common areas of the Building/said Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the building/said Project unless accompanied.

y) not to claim any right whatsoever or howsoever over any other Apartment or portion of the building/said Project save the Apartment.

z) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the new building save a letter-box in the ground floor at the designated place as be expressly approved or provided by the Promoter and a decent nameplate or signage of the size of 6" X 3" outside or above the main gate of the Apartment. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment.

aa) not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Promoter and/or the facility management



agency appointed by the Promoter and/or the Association of the Purchaser(s)/Allotees in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times the Promoter's logo at the main entrance and on the roof of the new building.

bb) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other Common Areas or in any other portion of the Building/said Project nor into lavatories, cisterns, water or soil pipes serving the Tower nor allow or permit any other Co-transferee to do so.

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

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

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

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



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

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

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

jj) not to place or take into the lifts without the prior approval of Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers any baggage, furniture, heavy articles or other goods.

kk) not to play or use at the Apartment any equipment that is audible in the common parts or outside the building.



ll) not to kill or butcher any bird or animal within the Complex or violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the Complex.

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

nn) The Allottee(s) will not be allowed to cover the parking area in any manner or raises any wall or any type of barrier/rope/fastening around the said car parking area.

oo) not to disturb and/or uninstall ever in future the logo _____" placed on the main entrance gate and the ultimate roof of the Building and to maintain the same in proper order and manner.

pp) The Promoter shall be exclusive entitled to install its signage, hording, any other kind of branding for its any past, present and future project at any suitable place in the project and the Allottees and the Owners Association shall not have or shall not obstruct on exploitation of this right by the seller.

qq) The said project shall always be known as "_____" developed by _____ and the name of said project shall not be changed except with their consent.

rr) Except the immediate preceding sub-clause Nos.(oo), (pp) and (qq), these house rules may be added to, amended or repealed at any time by the Promoter and after formation of the Association by the Association.

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



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

a) From the date next to the date of making over possession of the said Apartment to the Purchaser(s)/Allottee(s) or on the expiry of the notice of possession, whichever is earlier, the Purchaser(s)/ Allottee(s) shall bear, pay and discharge exclusively the following expenses and outgoings to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, as the case may be:-

- I) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to the concerned statutory authority Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers proportionate share of all such rates and taxes assessed on the new building.
- II) All other taxes including GST if payable by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Project as a whole and whether demanded from or payable by the Purchaser(s) or the Promoter or Maintenance-In-Charge, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Apartment and proportionately in case the same relates to the Project as a whole.
- III) Electricity charges for electricity consumed in or relating to the Apartment to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers based on the reading shown in the sub-meter provided for the Apartment at the



rate at which the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers shall be liable to pay the same to CESC Ltd.

- IV) The recurring charges towards running and operation of the Generator to be calculated in the manner following:-
- i) Fuel charges on the basis of the KWH meter and the applicable fuel rates;
 - ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.
 - iii) Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Promoter or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator.
 - iv) Government duty at applicable rates on alternate generation of power.
- V) The proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers the maintenance charges calculated on actual basis. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers at its sole and absolute discretion after taking into



consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser(s).

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

b) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers. The bills and demands for the amounts payable by the Purchaser(s) shall be deemed to have been served upon the Purchaser(s), in case the same is left in the Apartment or in the letter box in the ground floor of the Tower earmarked for the Apartment.

c) Until the expiry of three months of a notice in writing given by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers to the Purchaser(s) and the other co-transferees to take over charge of the acts relating to common purposes, the Promoter and/or the facility management agency appointed by the Promoter shall look after the common purposes and the Purchaser(s) undertake to regularly and punctually pay to the Promoter or its nominee the maintenance charges and other amounts payable by the Purchaser(s) herein.

d) In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser(s) under these presents within a period of seven days



from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Association/ Competent authority interest at the rate of rate of the then prime lending rate of the State Bank of India plus two(2%) percent thereon per annum, and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

- (i) disconnect the supply of electricity to the Apartment.
 - (ii) withhold and stop all other utilities and facilities (including lifts, Generator, etc.) to the Purchaser(s) and their servants, visitors, guests, tenants, licenses and/or to the Apartment.
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser(s) by any tenant or licensee or other occupant in respect of the Apartment.
- e) The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser(s) has/have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Vendors/Association of Purchaser(s) to realize the due amount from the Purchaser(s).
- f) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Association or the Facility Management Agency from time to time for the common purposes.
- g) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser(s) shall be deemed to be the act, default or omission of the Purchaser(s).



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

i) Save the said Apartment the Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas or Car Parking Spaces at the Project and the Vendors/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendors/Promoter in their absolute discretion, shall think fit and proper and the Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendors/Promoter exclusively.

j) The Purchaser(s) has/have fully understood that the said Project/Tower has been constructed and/or developed pursuant to the Plans sanctioned by the competent sanctioning authority and there is no deviation in the construction work as per the said Plans and the Purchaser(s) shall absolutely be precluded from causing any obstruction, obstacle, impediment, hindrance or objection in any manner whatsoever before the competent authority having jurisdiction of the said Project.

k) The Purchaser(s) hereby agree(s) and understand(s) that the right to use the common areas, amenities and facilities is at all time be subject to the timely payment of the proportionate expenses and maintenance charges by the Purchaser(s) to the Promoter/Maintenance in Charge/Facility Management Agency/Association as the case may be.

l) The Purchaser(s) shall pay to the Promoter/Maintenance in Charge/Facility Management Agency/Association as the case may be, damages and/or compensation for damage/destruction to any common fixture and fitting, utilities and the equipment of the said



Tower and/or the said Project if being caused by negligence and/or willful act of the Purchaser and/or authorized occupier of the said Apartment and/or family, members, guests or servant of the Purchaser or such other occupier of the said Apartment.

m) The Purchaser(s) shall have undivided proportionate ownership and share in the common areas of the Said Project. Since the share/interest of Allottee(s) in the common areas of the Said Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Said Project to the Association as provided in the applicable Act.

n) The Purchaser(s) understand(s) that the project comprises of open and covered parking spaces spread across the said Project. For smooth parking of all residents/allottees/purchasers the Promoter has earmarked parking space for the exclusive use of the Allottee(s)/Purchaser(s) and the Purchaser(s) shall not use any other parking space(s) save what has been allotted to him/her/them.

o) The Allottee(s)/Purchaser(s) understand(s) and agree(s) that every Allottee(s) will be entitled to such number of parking duly earmarked as mentioned in the Second Schedule here under written and any un-allotted parking space shall form part of the Limited Common Areas of the said Project.

p) After the handover of Common Areas and Facilities of said Project to Association as per the Act, it shall be the responsibility of the Association to run and maintain the Common Areas and Facilities of said Project, and to determine from time to time the rate and – amount of combined expenses and outgoings for the Common Areas and Facilities of said Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s)/Purchaser(s) agree(s) that he/she/they shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association, from time to time & regularly.



q) The Allottee(s)/Purchaser(s) shall, without prejudice to any other rights of the Vendors/Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter/Owners/Association after formation, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter/Owners/Association or which the Promoter/Owners/Association may suffer or incur due to or any reason of the Allottee(s)/Purchaser(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non observance or non-compliance with (i) any of the provisions/covenants of this Deed and/or (ii) any representation or warranties or covenants of the Allottee(s)/Purchaser(s) being false or incorrect and/or (in) any other claim, cost or damage directly attributable to the obligations of the Allottee(s)/Purchaser(s) under the Agreement/Deed of Conveyance or due to failure/delay of the Allottee(s)/Purchaser(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Deed and/or (iv) due to failure of the Allottee(s) to execute and deliver this Deed within the time prescribed.

r) It is in the interest of the Allottee(s)/Purchaser(s) to help the Association in effectively keeping the Said Project secured in all ways, For the purpose of security, the Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project.

s) After handing over of the Said Project, it shall be the responsibility of the Association for obtaining / renewal of insurance for the Said Project and pay insurance premiums.

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

u) The undivided share in the land comprised in the said Apartment and in the said Project hereby sold and transferred and



attributable to the said Apartment shall always remain indivisible and impartible.

V. DEFECT LIABILITY:

a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of handing over possession, save those as mentioned herein below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

b) The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

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

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

iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage



from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- iv) If the Allottees after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottees or their agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.



c) The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottees and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

d) Where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities and facilities wherever applicable. The Allottees have been made aware and the Allottees expressly agree that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20* C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottees it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the



structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PREMISES)

PART I

(PREMISES NO. 15/2 PRIYANATH MULLICK ROAD)

ALL THAT the piece and parcel of land containing an area of 7 cottahs 8 chittacks and 36 Sq.ft. be the same a little more or less situate lying at Premises No. 15/2 Priyanath Mullick Road Post Office Bhowanipur, Police Station Bhowaipur, within the limits of Kolkata Municipal Corporation, Kolkata- 700026.

PART II

(PREMISES NO. 15/1B PRIYANATH MULLICK ROAD)

ALL THAT the piece and parcel of land containing an area of 2 cottahs 10 chittacks and 40 Sq.ft. be the same a little more or less situate lying at Premises No. 15/1B Priyanath Mullick Road Post Office Bhowanipur, Police Station Bhowaipur, within the limits of Kolkata Municipal Corporation, Kolkata- 700026.

PART III

(PREMISES NO. 15/1A PRIYANATH MULLICK ROAD)



ALL THAT the piece and parcel of land containing an area of 2 cottahs 8 chittacks be the same a little more or less situate lying at Premises No. 15/1A Priyanath Mullick Road Post Office Bhowanipur, Police Station Bhowaipur, within the limits of Kolkata Municipal Corporation, Kolkata- 700026.

PART IV

(SAID PREMISES)

ALL THAT the piece and parcel of land containing an area of 12 cottahs ___ chittacks and ___ Sq.ft. be the same a little more or less situate lying at Premises No. 15/2 Priyanath Mullick Road Post Office Bhowanipur, Police Station Bhowaipur, within the limits of Kolkata Municipal Corporation, Kolkata-700026 butted and bounded as follows :-

ON THE NORTH :

ON THE EAST :

ON THE SOUTH :

ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO:

(PART-I)

(SAID APARTMENT)

THE SECOND SCHEDULE ABOVE REFERRED TO:

Part-I

(Said Apartment)

ALL THAT the residential **Apartment No.**_____, containing carpet area of _____ **square feet** approximately together with an exclusive private balcony area of _____ **Sq.Ft.** (total built up area of _____sq.ft. approx.), be the same a little more or less, on the



_____ Floor of the New Building and proportionate common areas of _____ Sq. Ft. of the Project known as "_____" presently under construction, constructed and completed in accordance to the Specifications as mentioned in the **Third Schedule** here to and Together With the said share, more fully and particularly mentioned and described in the **Part-IV** of the **First Schedule** hereunder written and Together with right to enjoy the Common Areas, Facilities and Amenities, more fully and particularly mentioned and described in the **Part I and II** of the **Fourth Schedule** hereunder written along with the right to enjoy the same in common to the other allottees of the said New Building and the said Project, shown and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour **RED** thereon.

Part-II
(SAID CAR PARKING SPACE)

ALL THAT right to park a car in the car parking space on the Ground Floor of the new Building of the Project known as _____, shown and delineated on the Plan being **Annexure B** hereto and bordered in colour **GREEN** thereon.

PART III
SPECIFICATIONS OF THE APARTMENT

Set Out

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART - I
(COMMON AREAS)

SET OUT

PART - II
(COMMON AMENITIES AND FACILITIES)

SET OUT

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)



1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the New Buildings and enjoyed or used by the Purchaser(s)/Allottee(s) in common with other occupiers or serving more than one Apartment/Apartment and main entrance and exit gates, landings and staircases of the New Buildings and enjoyed by the Purchasers or used by him in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the Purchaser(s)/Allottee(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Promoter or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE:** Insurance premium for insurance of the New Building and also otherwise for insuring the same against



earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

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 **OWNERS** at
Kolkata in the presence of:-

1.



2.

SIGNED SEALED AND
DELIVERED by the **PROMOTER**
at Kolkata in the presence of:-

1.

2.



SIGNED SEALED AND
DELIVERED by the **PURCHASERS**
at Kolkata in the presence of:

1.

2.



Drafted by:

Advocate,
C/o. Victor Moses & Co.
Solicitors & Advocates
6, Old Post Office Street, Kolkata-700 001.

R E C E I V E D of and from the
withinnamed Purchaser(s)/Allottee(s) the
within-mentioned sum of
Rs. _____ (Rupees
_____)only being the full
payment of the consideration including
TDS as per Memo below:

MEMO OF CONSIDERATION

Date	CHEQUE NO./RTGS UTR or REF No.	BANK & BRANCH	AMOUNT
	TOTAL		Rs.

(Rupees only).



WITNESSES:

(Owners)

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DATED THIS DAY OF 2023

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###

BETWEEN

.... OWNERS

- A N D -

.... PROMOTER

- A N D -

..... ALLOTTEES



INDENTURE

(APARTMENT NO.)

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

