

**THIS INDENTURE OF CONVEYANCE** is made at Kolkata on this \_\_\_\_ day of \_\_\_\_ Two  
Thousands (20 \_\_ ) A.D.

**IN BETWEEN**

**SRI SANJAY BOSE** s/o Late Chittaranjan Bose (PAN No. **AFUPB7363J** Adhar No. 2695-4544-3369), **AND SRI SANJIB BOSE** alias **SANJIB BASU** son of Late Chittaranjan Bose (PAN No. **AJDPB3184E**, Adhar No. 4208-9250-1743), all resident of Village Latibpur, P.O. Uluberia, R.S., P.S. Uluberia, Dist. Howrah, PIN- 711316, all Indian National, all by faith Hindu, all by occupation Business, hereinafter called the **“LAND OWNERS/VENDORS”** (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, successors in interest and/or assigns) of the **FIRST PARTIES**.

FIRST PARTIES herein being represented by their constituted Attorney **SARMITA ENTERPRISE (GSTIN- 19ADMPC4109P1Z7)** a proprietorship concern/firm being represented by its sole proprietor **SRI SUMANTA CHANDRA son of** Rabindranath Chandra, (PAN- **ADMPC4109P**, Adhar No. 8136-6391-2746), Indian National, by faith Hindu, by occupation Business, resident of **Village & P.O. Latibpur, P.S. Uluberia, Dist. Howrah, PIN- 711316** by virtue of Registered Development Power of Attorney dated 27<sup>th</sup> September, 2020, registered before D.S.R.-II Howrah, in Book No. I, Volume No. 0513-2020, pages from 122507 to 122536, being No. 0513-03718 for the year 2020 ;

**AND**

**Mr./Mrs.** \_\_\_\_\_ s/o, w/o \_\_\_\_\_ (PAN No. xxxxxxxxxxx ; Adhar No. xxxx-yyyy-zzzz), resident of \_\_\_\_\_, Dist. \_\_\_\_\_, PIN- \_\_\_\_\_; Indian National, all by faith \_\_\_\_\_, by occupation \_\_\_\_\_, hereinafter called the **“PURCHASERS/VENDEE”** (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their legal heirs, executors, administrators, successors in interest and/or assigns) of the **SECOND PARTIES**.

**AND**

**SARMITA ENTERPRISE (GSTIN- 19ADMPC4109P1Z7)** a proprietorship concern/firm being represented by its sole proprietor **SRI SUMANTA CHANDRA son of** Rabindranath Chandra, (PAN- **ADMPC4109P**, Adhar No. 8136-6391-2746), Indian National, by faith Hindu, by occupation Business, resident of **Village & P.O. Latibpur, P.S. Uluberia, Dist. Howrah, PIN- 711316**, hereinafter called and referred to collectively as the **“DEVELOPER/BUILDER/CONFIRMING PARY”** (which term or expression shall unless excluded by inconsistent with or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) being the party of the **OTHER PART**.

**WHEREAS :**

- A) ALL THAT** piece and parcel of Bastu Land measuring about 53 Decimals comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24 and Bastu land measuring about 19 Decimals comprised in R.S. Dag No. 173 corresponding to L.R. Dag No. 206 and Garden land measuring about 03.33 Decimals comprised in R.S. Dag No. 172 corresponding to L.R. Dag No. 205, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah (hereinafter collectively “said property”) with other properties originally belonged to LILABATI BOSE w/o Late Sarat Chandra Bose, she acquired right title, interest, possession and occupancy to the said property from her brothers/erstwhile owners/Donors Sri Probodh Chandra Sarkar & Sri Prakash Chandra Sarkar both sons of Late Bhootnath Sarkar by virtue of Registered Deed of Gift registered before Addl. Dist. Sub Register, Uluberia, Howrah vide Deed No. 4288 for the year 1928, said LILABATI BOSE had accepted the said gifted properties and used to possess the same as per demarcation and boundary as mentioned in the said Deed of Gift, as the said Deed of Gift was executed prior to initiation of Cadastral Survey & Mapping of the State of West Bengal;
- B) LILABATI BOSE** died intestate in the year 1937, and after demise of said Lilabati Bose her acquired above gifted properties was recorded in the name of her husband SARAT

CHANDRA BOSE (since deceased) in the C.S. Record of Right after Cadastral Survey & Mapping of Mouza Uluberia, District Howrah in the State of West Bengal;

- C)** While said SARAT CHANDRA BOSE was in absolute possession and occupation of the said properties, he died intestate in the year 1943 leaving behind his legal sole legal heir and successor only son CHITTARANJAN BOSE prior to commencement of Hindu Succession Act 1956, accordingly his said son had exclusively acquired and entitled to sole and absolute right, title, interest, possession over the said property/ies as an intestate succession;
- D)** Said LATE LILABATI BOSE and LATE SARAT CHANDRA BOSE also had a married daughter namely SMT. AMIYA BOSE (CHOWDHURY) (since deceased) and as her said parents died before commencement of Hindu Succession Act 1956, said SMT. AMIYA BOSE (CHOWDHURY) being married daughter legally had exempted to inherit & succeed any estates, properties of her parental properties in terms of the then Hindu Law of Succession;
- E)** After Revisional Survey & Settlement operation and subsequent thereto L.R. survey settlement operation of the State of West Bengal, the above mentioned inherited properties had solely acquired by the said CHITTARANJAN BOSE (son of LATE LILABATI BOSE and LATE SARAT CHANDRA BOSE) by virtue of intestate succession, & his name was recorded/published in the R.S. as well as L.R. record-of-right as Bastu Land measuring about 53 Decimals comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24 and Bastu land measuring about 19 Decimals comprised in R.S. Dag No. 173 corresponding to L.R. Dag No. 206 and Garden land measuring about 03.33 Decimals comprised in R.S. Dag No. 172 corresponding to L.R. Dag No. 205, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah;
- F)** Thus being the sole owner thereof, CHITTARANJAN BOSE s/o Late Sarat Chandra Bose got his name mutated in the Revenue Record of B.L. & L.R.O. pertaining to his share in R.S. Dag No. 13 corresponding to L.R. Dag No. 24, R.S. Dag No. 173 corresponding to L.R. Dag No. 206, and comprised in R.S. Dag No. 172 corresponding to L.R. Dag No. 205, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah Under R.S. Khatian No. 343 and subsequently L.R. Khatian No. 690;

- G)** While was in possession thereof, said CHITTARANJAN BOSE as Guarantor created Equitable Mortgage over the said Property (53 Decimals comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24) as collateral Security of Cash Credit facilities availed by the BORROWER SMT. SUCHETANA BOSE as sole proprietress of her proprietor Business ULUBERIA TOBACO CENTRE, with the Secured Creditor (Bank) STATE BANK OF INDIA by deposit of above Original Registered Deed of Gift Registered before A.D.S.R. Uluberia, vide Deed No. 4288 for the year 1928;
- H)** The said Borrower ULUBERIA TOBACO CENTRE had failed to regularize the said Cash Credit Account as per norms and also could not able to liquidate the outstanding dues of the Bank as such said Loan Account of ULUBERIA TOBACO CENTRE classified as Non-Performing Assets, and the STATE BANK OF INDIA being secured Creditor initiated action under the provision of Securitization And Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 in respect of the said Mortgaged property by issuance of Demand Notice as per Section 13(2) of Securitization And Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (hereinafter referred to as SARFAESI Act) dated 19.05.2011;
- I)** In spite of said Notice issued by the Secured Creditor, said Borrower as well as Guarantor failed to liquidate the dues to the Bank/Secured Creditor within the statutory period prescribed under the said SARFAESI Act 2002;
- J)** The Transferor/Secured Creditor Bank through its authorized officer appointed under SARFAESI Act 2002 had taken possession of the Schedule Property on 11.08.2012 as per Section 13(4) of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002.
- K)** A compromise settlement submitted by the said Borrower as well as Mortgagor/Guarantor to the Secured Creditor with regard to the total dues of the Bank, which was finally was approved by the Secured Creditor Bank by an approval of Settlement proposal vide Memo No. SAMB/BR/3249 dated 02/03/2013, wherein the Secured Creditor Bank agreed to part discharge of demarcated **16.53 decimals** out of the total Mortgaged property comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24

appertaining to Khatian No. 690 within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah against **Rs. 39, 50, 000/-** being Part of the total outstanding dues against the said N.P.A. Account.

- L)** On strength of the said settlement proposal being Memo No. SAMB/BR/3249 dated 02/03/2013, said **SHRI CHITTARANJAN BOSE** son of Late Sarat Chandra Bose sole, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) demarcated Bastu Land **16.53 Decimals/10 Cottahs** comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24 appertaining to Khatian No. 690 within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah in favour of **MADHUMITA GHOSH nee CHANDRA** and **SMT. NANDINI CHAKRABORTY** by virtue of Two registered title deeds, and the said settled amount of Rs. 39,50,000/- paid by the aforesaid two purchasers to the said loan account of the ULUBERIA TOBACO CENTRE lying with secured creditor Bank, being consideration of the said **16.53 Decimals/10 Cottahs** land sold by the said **SHRI CHITTARANJAN BOSE**, and whereas the Developer herein has constructed on the above land (16.53 Decimals/10 Cottahs) two G+4 towers **(Block- A & B being part of Sukhoneer Water Garden Complex)** by joint venture with the said owners ;
- M)** After the above said sell, the residue land measuring about **37 decimals** comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24, including land of L.R. Dag Nos. 205, 206, appertaining to Khatian No. 690, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah still remains as charge (collateral) property with the said secured creditor/Bank.
- N)** Said **CHITTARANJAN BOSE** died intestate on 04/11/2016, (Chameli Bose wife of Chittaranjan Bose predeceased him, who died on 29.03.2007) and at the time of his death Chittaranjan Bose left his two sons **SRI SANJIB BOSE @ SANJIB BASU** and **SRI SANJAY BOSE** (the land owners herein) to surviving him as his legal heirs and successors and all properties, estates and liabilities, co-extensive liabilities of the said deceased devolved on his two sons as an intestate succession;
- O)** After demise of said Chittaranjan Bose, his said two sons/the land owners herein are no longer wish to keep indebtedness with the said secured creditor Bank and to materialize

the same they put a compromise proposal before the said secured creditor/Bank to clear the entire outstanding dues against the said NPA account of the ULUBERIA TOBACO CENTRE, to release the rest mortgaged property remains in charge as collateral security with the said secured creditor/Bank.

- P)** In acceptance of the compromise proposal of the land owners herein, the secured creditor/ Bank sanctioned a Settlement Letter vide No. **SAMB-II/CLO/II/20-21/189 dated 01.09.2020** after having approved from its Higher authority stating thereof full & final settlement amount of **Rs. 70,00,000/-** (seventy lakh) against the said loan account and on receipt, to close the said NPA account and release entire residue mortgaged property;
- Q)** Land owners herein recently got their names mutated in the Revenue Record of B.L. & L.R.O. pertaining to their respective share (equal share) in L.R. Dag No. **24**, including L.R. Dag Nos. **205, 206**, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah Under L.R. Khatian Nos. **4751 & 4752**;
- R)** The land owners herein had no capacity at all to deposit said settled amount (70 lakh) to the secured creditor Bank to close the said loan account, as such the land owners have approached to the Developer herein and after prolong discussions it was settled that:
- That the said full and final settlement amount of Rs. 70,00,000/- will be paid to the secured creditor Bank by the Developer to release the residue mortgage property along with all original title deeds still remains in the custody of the bank;
  - The settlement amount Rs. 70,00,000/- (seventy lakh) to be paid to the secured creditor bank from the account of the developer to release the mortgaged property to be deemed as consideration amount paid to the Land Owners herein in equal share;
  - That after releasing the all charges against said property the developer will be solely entitled to develop the said the said property by demolishing all existing structures and dilapidated building thereon by erecting several G+4 buildings as would be sanctioned by the competent authority;

- That the Land owners will get some portions of the said constructed area which is more fully mentioned in the Owner's allocation hereinafter;
  - That after full liquidation of the said loan outstanding by the developer herein, the land owners as well as the Developer will execute and register Development Agreement and Development Power of Attorney to record their mutual agreement and to give effect of the said development of the above property by Residential Complex;
- S)** In terms of the above mutual agreement the Developer herein paid out of his own account the said settlement amount of **Rs. 70,00,000/- (seventy lakh)** to the account of the secured creditor/bank to loan account of **ULUBERIA TOBACO CENTRE** and released the said mortgaged property (First Schedule property) from all encumbrances, and obtained delivery of No due certificate (SBI- SAMB II/2020-21/CLO II/296 dated 29.09.2020), Original title deed of the premises from the said secured creditor;
- T)** Thereafter by a Development Agreement dated 27<sup>th</sup> September, 2020, registered before D.S.R.-II Howrah, in Book No. I, Volume No. 0513-2020, pages from 122609 to 122658, being No. 0513-03713 for the year 2020 entered into between the Vendors and the Developer the Vendors have granted the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein for the consideration and on the terms and conditions contained and recorded in the said Development Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) ;
- U)** In pursuance of the said Development Agreement 27<sup>th</sup> September, 2020 the Developer became entitled to construct, erect and complete the new buildings (**Block- C, D & E** being part of Sukhoneer Water Garden Complex) comprising of several self-contained apartments/flats/units/Garages/Covered spaces/office spaces etc. to be ultimately held and/or enjoyed by various intending purchasers on ownership basis;
- V)** In terms of the said Development Agreement 27<sup>th</sup> September, 2020, the land owners delegated powers and authorities to the Developer herein to act, deeds, things and perform all works and to dispose of the Developer's allocation of the

proposed buildings by virtue of a Registered Development Power of Attorney dated 27<sup>th</sup> September, 2020, registered before D.S.R.-II Howrah, in Book No. I, Volume No. 0513-2020, pages from 122507 to 122536, being No. 0513-03718 for the year 2020;

- W)** The Developer caused a map or plan sanctioned by the Uluberia Municipality being No. **UM/BLDG/PLAN NO. 87** dated **28.02.2020**, in the name of the Owners and the Developer has commenced construction work;
- X)** The said Premises comprised in L.R. Plot No. 24 within Mouza & P.S. Uluberia, P.S. Uluberia, Dist. Howrah-711316 is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and is hereinafter for the sake of brevity referred to as the said **PREMISES**.
- Y)** By an Agreement dated \_\_\_\_\_ (hereinafter referred to as the **(SALE AGREEMENT)**) entered into between the parties hereto, the Developer has agreed to sell and transfer and the purchaser have agreed to purchase and acquire on ownership basis **FIRSTLY ALL THAT the FLAT No. \_\_\_\_\_ on the \_\_\_\_\_ floor of BLOCK-** building containing by estimation an area of \_\_\_\_\_ **sq. ft.** (Super built-up) (be the same a little more or less) with all fixtures and fittings mentioned in the said Sale Agreement **AND SECONDLY ALL THAT the \_\_\_\_\_ Covered car parking space Being No. \_\_\_\_\_ on the ground floor** of the **Block-** building **AND THIRDLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities comprised in the said New Building (Block- C, D & E) and/or the said Premises **FOURTHLY ALL THAT** the undivided indivisible impartible proportionate share or in interest in the land beneath the building comprised in the said premises and attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the said **FLAT-AND THE PROPERTIES APPURTENANT THERETO)** forming part of the Developer's Allocation for the consideration and on the terms and conditions contained and recorded in the said Sale Agreement.



**Z)** The said New Building is completed and at the request of the Purchaser the Vendors and the Developer have agreed to execute the Deed of Conveyance in respect of the said Flat and the Properties Appurtenant thereto at and for an aggregate consideration of Rupees \_\_\_\_\_ and subject to the terms and conditions hereinafter appearing.

**AA)** At or before the execution of this Indenture the Developer has represented and assured the Purchaser as follows:

**i)** THAT the Vendors are the absolute owners of the said Premises;

**ii)** THAT the said Premises is free from all encumbrances and charges and that the Vendors have a marketable title in respect thereof;

**iii)** THAT the said Development Agreement & Development Power of Attorney are still in force, valid and subsisting;

**iv)** THAT the plan sanctioned by the authorities concerned (Uluberia Municipality) for construction erection and completion of a new buildings at the said Premises is also valid and subsisting;

**BB)** The Purchaser have completely relied on the aforesaid representations and believing the same to be true and acting on the faith thereof have entered into the said Sale Agreement and have now approved the title of the property as made out and further agreed to complete the sale Conveyance subject to the terms and conditions hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH** as follows:

**I.** **THAT** in pursuance of the said Development Agreement 27<sup>th</sup> September, 2020 and in further consideration of the said Sale Agreement dated \_\_\_\_\_ and in further consideration of a sum of Rs. \_\_\_\_\_ only of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer at

or before the execution hereof (the receipt whereof the Developer do hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Developer doth hereby acquit, release and discharge the purchaser and the said FLAT and the Properties Appurtenant Thereto hereby intended to be sold and transferred), the Developer with the consent and concurrence of the Vendors and each one of them respectively doth hereby sell, transfer, convey, assure and assign **FIRSTLY ALL THAT the FLAT No. \_\_\_\_\_ on the \_\_\_\_\_ floor of BLOCK-** building containing by estimation an area of \_\_\_\_\_ **sq. ft.** (Super built-up) (be the same a little more or less) with all fixtures and fittings mentioned in the said Sale Agreement **AND SECONDLY ALL THAT the \_\_\_\_ Covered car parking space Being No. \_\_\_\_\_ on the ground floor of the Block-** building **AND THIRDLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities comprised in the said New Building (**Block- C, D & E**) and/or the said Premises **FOURTHLY ALL THAT** the undivided indivisible impartible proportionate share or in interest in the land beneath the building comprised in the said premises and attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the said **FLAT-AND THE PROPERTIES APPURTENANT THERETO**) **AND** the Vendors and each one of them respectively through their said Attorney/Developer hereby transfer, assign, release, relinquish and disclaim all their respective right title interest into or upon the said **FLAT AND THE PROPERTIES APPURTENANT THERETO** unto and in favour of the Purchaser herein and the Purchaser shall be entitled to hold possess and enjoy the said **FLAT AND THE PROPERTIES APPURTENANT HERETO TO HAVE AND TO HOLD** the same absolutely and forever unto and in favour of the purchaser.

**II.** AND the Vendors and the Developer and each one of them respectively do hereby also transfer, release, relinquish and disclaim all their respective right, title and interest into or upon ALL THAT the said Flat AND THE PROPERTIES APPURTENANT THERETO more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **AND ALSO** the right to use the common entrances and staircases and other common parts and portions, installation and facilities (more fully and particularly mentioned and described in

the **THIRD SCHEDULE** hereunder written) in common with the other owners and/or the occupants of the said new building **BUT EXCEPTING AND RESERVING** such rights, easements, quasi-easements, privileges reserved for the Vendors and/or the Developer and/or the Society and/or Association of Co-Owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said FLAT And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** hereby, sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT TO** the Purchaser making payment of the maintenance charges and other charges (hereinafter referred to as the **SERVICE CHARGES** (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written).

**III. AND THIS DEED FURTHER WITNESSTH THAT** in consideration of the said Development Agreement dated **27<sup>th</sup> September, 2020** and in further consideration of the said Sale Agreement dated \_\_\_\_\_ and for the purpose of beneficial use and enjoyment of the said Flat and the Properties Appurtenant thereto the Vendors and each one of them respectively doth hereby sell, transfer, convey, assure and assign unto and in favour of the Purchaser herein **ALL THAT** the undivided impartible indivisible proportionate share or interest in the land below and underneath the building comprised in the said premises and attributable thereto.

**IV. AND THE VENDORS AND THE DEVELOPER AND EACH ONE OF THEM RESPECTIVELY DOTH HEREBY COVENANT WITH THE PURCHASER AS follows:**

**a) THAT** notwithstanding any act deed matter or thing whatsoever by the Vendors/Developer done or executed or knowingly suffered to the contrary the Vendors/Developers are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said **FLAT AND THE 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) THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors/Developer now have good right, full power and absolute authority to grant convey, transfer, sell and assign and the said **FLAT AND THE PROPERTIES APPURTENANT THERETO** hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

**c) THAT** the said **FLAT AND THE PROPERTIES APPURTENANT THERETO** hereby sold, granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, lines, attachments, leases, lispens, debut tar or trust made or suffered by the Vendors/Developer or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors/Developer.

**d) THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Flat and the Properties Appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever by the Vendors/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

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

**f) AND FURTHER THAT** the Vendors/Developer and all persons having or lawfully or equitably claiming any estate or interest into or upon the Said Flat And the Properties Appurtenant thereto or any part thereof through under or in trust for the Vendors/Developer 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 and lawful acts, deeds or things whatsoever for further better or more perfectly assuring the said FLAT And the Properties Appurtenant 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.

**g)** **THAT** the Vendors/Developer 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 Flat and the Properties Appurtenant thereto hereby sold, granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

**V. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO HEREBY SOLD CONVEYED HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER AND EACH ONE OF THEM RESPECTIVELY as follows:-**

**a)** **THAT** the Purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions and/or House Rules as may be framed by the Developer and upon Formation of the said Association by such Association.

**b)** **THAT** the purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including ceases multi-storied Building Tax, water Tax, proportionate BL&LRO Land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Flat and proportionately for the new Building as a whole and for the common parts and portions.

**c)** **THE** Purchaser shall within three months from the date of execution of these presents shall apply for and obtain mutation of his name as the owner of the Said Flat and the Properties Appurtenant Thereto from The Uluberia Municipality and shall also obtain separate assessment of the said Flat and the Properties Appurtenant Thereto and so long the Said FLAT and the Properties Appurtenant Thereto and so long the Said FLAT and the Properties Appurtenant Thereto is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Developer and upon formation of the Association by such Association/Society/service Company.

**d) THE** Purchaser further understood and agreed that all existing common passages, internal passages and all proposed internal passages, walking tracks by the side of Water body as would be manufactured within the said residential complex will remain common for all Flat owners of Block-A, B, C, D & E, land owners as well as the Developer the said passages will be maintained by the all Unit owners OR by the common funds of the Association of the said Residential Complex;

**Hence** the Purchaser herein declare and admit that in future the Developer herein shall have every right to access, enjoy all types of easements over the all internal common passages/roads created or to be created within the proposed Block-C, D & E, for the purpose of any future projects on the Southern or Western side of the "First" schedule property, and on strength of this declaration made herein by the Purchaser, the Developer shall have every right to increase the project to the adjacent plots of "First" schedule property, and the Developer shall have every right to take valid sanction from the competent authority for such future constructions of the projects treating the said internal common internal roads/passages as primary accesses road, and further that the Developer also shall have right to provide all easement rights over the said passages for ingress and egress to and from the said project to the proposed/intending buyers of the said future projects, for which the land owners as well as the Purchaser including other Units/Flats owners of the proposed Block-C, D & E shall have no right to object in any manner AND shall have no legal right of causing any obstructions, obligations, disputes, injunctions in future from any Court of Law.

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

**a)** THAT the undivided indivisible impartible share in the land comprised in the Said Premises attributable to the said flat and the proportionate share and interest in common parts and portions comprised in the said new building and/or the said premises hereby sold and transferred shall always remain indivisible and impartible.

**b)** The right of the Purchaser shall remain restricted to the said Flat and the Properties Appurtenant Thereto.

**c)** The Purchaser shall make arrangements for obtaining separate electricity meter in his name for the said Flat from WBSEDL and the Purchaser shall be liable and agrees to regularly and punctually make payment of the electricity charges directly to WBSEDL.

**d)** The Vendors/Developer shall and will have the exclusive and unfettered right to make use or permit to be used the open spaces of the new building and/or the said Premises including any other open parts and portions of the said premises vertically or horizontally and the Purchaser hereby consents to the same.

**VII. AND THE PURCHASER(S) DOTH HEREBY FURTHER AGREE AND COVENANT WITH THE VENDORS AND THE DEVELOPER AND EACH ONE OF THEM RESPECTIVELY as follows:**

**i)** Until formation of the Holding Organization/Association/Society which may include a Service Company the Developer or any person authorized by the Developer shall continue to provide maintenance and services for the common parts and portions and security of the said New Building **SUBJECT HOWEVER** to the Purchaser regularly and punctually making payment of the maintenance and service

charges more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written.

**ii)** The Developer alone shall be entitled to and the Purchaser hereby authorize the Developer to form the Holding Organization/Association/Society and/or Service Company with such rules and regulations as the Developer shall think fit and proper and the Purchaser hereby further commits themselves to become a member of the said Holding Organization and to abide by the rules and regulations as may be framed from time to time.

**iii)** The Purchaser acknowledges that timely payment of the maintenance charges is a must in as much as nonpayment thereof shall adversely affect the rights of other flat owners and/or occupiers of the said new building and as such the Purchaser agrees to regularly and punctually make payment of the maintenance charges.

**iv)** The right of the Purchaser shall remain restricted to the said Flat and the Properties Appurtenant Thereto and the said Car Parking Space, and in no event the Purchaser or any person claiming through it shall be entitled to stretch or expand its claims over and in respect of the other parts of the new building AND the purchaser hereby further covenants and assures that it shall not interfere with the rights of the Vendors and/or the Developer in selling, transferring, leasing out or letting out the remaining unsold Flats/portions and to carry out repairs, renovations and improvements in the said building.



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

**ALL THAT** piece and parcel of Bastu Land measuring a little more OR less about **37 (thirty seven) Decimals** comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24, appertaining to R.S. Khatian No. 343, L.R. Khatian No. 690, new mutated L.R. Khatian Nos. 4751 & 4752, Touji No. 744, Revenue survey No. 2286, within **MOUZA ULUBERIA**, J.L. No. 109, under Police Station Uluberia, District Howrah within the ambit of Uluberia Municipality Ward No. 27, together with all right of easement attached therewith, within the jurisdiction of the Additional District Sub Register Office Uluberia, District Register Office at District Howrah, PIN- 711316 together with all easement rights attached therewith, the above premises is butted & bounded by :

ON THE NORTH : Existing G+4 Block-A & Block-B buildings, 18.60 feet Common passage in between Block A & B & partly Uluberia Municipal Road;

ON THE SOUTH : Plot of Part of R.S. Dag No. 14 & R.S. Dag No. 15;

ON THE EAST : Water body & 15 feet entrance passage;

ON THE WEST : Plot of R.S. Dag No. 12;

**THE SECOND SCHEDULE ABOVE RERERRED TO**  
**(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)**

**FIRSTLY ALL THAT** the Flat No. \_\_\_ on the \_\_\_\_\_ Floor (~~Block-C, D & E~~) containing by estimation an area of \_\_\_\_\_ sq. ft. (**Super built-up**) (be the same a little more or less) with all fixtures and fittings consisting of \_\_ bedrooms, \_\_ toilet(s), Kitchen, \_\_ drawing cum dining, \_\_ Verandah AND **SECONDLY** ALL THAT the \_\_\_\_\_ **Covered car parking space measuring \_\_\_\_\_ sq. ft Being No. \_\_\_** on the ground floor of the (**Block-** \_\_) building AND **THIRDLY** ALL THAT the undivided proportionate share in all common parts portions areas facilities and amenities

comprised in the said New Building and/or the said Premises and **FOURTHLY** ALL THAT the undivided indivisible impartible proportionate share or in interest in the land comprised in the said premises and attributable thereto (situation of the said Flat has been shown and delineated in the map or plan annexed hereto and bordered in **RED** color thereon)

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(The Common areas, Parts and Portion)**

1. Internal roads, pathways, passages and driveways and Security Room.
2. Landscaped garden, lawn and water bodies.
3. Streetlights, Campus and Garden lights and fixtures, electrical installations.
4. Boundary wall / fencing, if any.
5. Road / Block signage
6. Underground/Overhead water reservoir, water pumping station and pump house.
7. Pumps and Pumps Accessories.
8. Sewage and storm drainage system.
9. Water distribution network.
10. Central Green, Lawns.
11. All infrastructural facilities / works including water storage tanks for firefighting arrangement, Water supply bore wells, Sewerage, drainage, water supply and accessories thereto.
12. All electrical installations / works including panels, cables, cable trench and accessories thereto.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(EASEMENTS OR QUASI-EASEMENTS)**

(The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Vendors/Developer and/or the Society

and/or the Association of Co-owners and/or the Service Company of the New Building.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases electrical installations and other passages.

2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity, water and soil from and to any part (other than the Said FLAT of the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the said FLAT so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the new building for all purpose whatsoever.

3. The right of protection for other portion or portions of the New Building by all parts of the said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said FLAT or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.

4. The right by the vendor and/or the Developer and/or occupier or occupiers of other part or parts of the New Building for the purpose of free ingress and egress to and from such other part or parts of the New building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the New Building.

5. The right of the Vendor/Developer/Service Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Flat for the purpose of repairing so far as may be necessary such pipes drains wires and conduit under basement/overhead Reservoir, firefighting equipment as aforesaid **PROVIDED ALWAYS** the Vendors/Developer and other person or persons shall give to the Purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Flat or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the Vendors and/or the Developer the rights easements, quasi-easements privileges and appurtenances hereinafter more particularly set forth in the fourth schedule hereto.
2. The right or access and passage in common with the Vendors/Developer and/or the co-owners and occupiers of the new Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in the New Building and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Flat with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Vendor/the Society/Service Company along such drive way and path ways as aforesaid.
4. The right of support shelter and protection of the said Flat by or from all parts of the New Building so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the said FLAT through pipes drains wires and conduits lying or being in under or

over the New Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the said FLAT and for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the purchaser to enter from time to time upon the other parts of the New Building and the said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat in so far as such repairing or cleaning any parts of the Said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the owners and occupiers of the other Flats and portion of the Building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(MAINTENANCE CHARGES)**

1. All proportionate costs of maintenance, operations, repairs, replacement services and while washing, painting, rebuilding, reconstructing, decorating, redecorating of all other common areas/parts its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.

2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.

3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion, etc. if insured.

4. Expenses for supplies of common utilities, electricity, water charges etc. payable to any concerned authorities and/or Organization and payment of all other incidental thereto.

5. All common expenses for maintaining roof, white washing, painting, repairing, renovating the common areas, installations including generator, water pump with motor, salaries of the watchman/caretaker, establishment of the association of the flat owners common maintenance for common interest of all the flat owners etc as decided by majority of all the flat owners of the said premises.

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

**SIGNED SEALED AND DELIVERED**

In the presence of:

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**Signature of the Attorney of the Vendors/  
Owners**

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**Signature of the Developer**

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**Signature of the Purchaser**

**Prepared by:**

**Ayan Sarkar**

Advocate

D.R.T.- Kolkata

Mob: +91-9836246598

**MEMO OF CONSIDERATION**

**RECEIVED of and from the within named purchaser(s) the within mentioned sum of Rs. \_\_\_\_\_ only being the consideration money payable under these presents as per memo below:**

<b><u>SL. No.</u></b>	<b><u>Date</u></b>	<b><u>Cheque No.</u></b>	<b><u>Bank details</u></b>	<b><u>Amount</u></b>
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**WITNESSES:**

1.

2.

**Signature of the Developer/Payee**