

**THIS INDENTURE IS
MADE ON THIS DAY OF
MARCH TWO THOUSAND
TWENTY FOUR
BETWEEN**

SMT. RATNA GUHA (PAN : AWRPG7374A), and (Mobile : 8017370137) wife of Sri Goutam Guha and daughter of Late Bimalendu Das and Late Protima Das, by Nationality Indian, by religion Hindu, by occupation retired, residing at 103, Kanungo Park, P.O. Garia, , P.S. Patuli, Kolkata - 700 084 hereinafter called the "OWNER" (which term or expression shall, unless excluded by or repugnant to the context be always mean and include her heirs, executors, legal representatives and assigns) of the FIRST PART

A N D

M/S. GLOBE CONSTRUCTION, (PAN : ADFPD1434R), a sole proprietorship firm having its office at 150, Kanungo Park, P.O. Garia, Kolkata - 700 084, P.S. Patuli, represented by SRI JAYANTA DEB BISWAS, (PAN : ADFPD1434R), and (Mobile : 98310 26073), son of Late Somendra Krishna Deb Biswas, resident of 150, Kanungo Park, P.O. Garia, Kolkata - 700 084, P.S. Patuli, hereinafter called the "DEVELOPER" (which term or expression shall, unless excluded by or repugnant to the context always mean and include its successors, successors-in-office, executors, administrators and assigns) of the SECOND PART.

For GLOBE CONSTRUCTION

Proprietor

AND

..... **(PAN.....)**
(MOB.....) son of, by faith – Hindu,
 by occupation –, residing at

hereinafter called the **PURCHASER** (which term or expression shall repugnant to or excluded by the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assignees) of the **THIRD PART.**

WHEREAS the Governor acquired certain lands at the instance of the West Bengal Settlement Kanungos' Co-operative Credit Society Ltd. (hereinafter referred to as the said "Society") which had its registered office at 35, Gopalnagar Road, Calcutta 700027, in the district of 24-Parganas, for resettlement of refugees and creation of better living condition in Mouza – Baishnabghata, P.S. - Tollygunge, District - 24-Parganas, under the West Bengal, Land Development and Planning Act, 1948 and took possession of the said lands on or about the April, 1950 whereupon the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "the Governor") free from all encumbrances.

AND WHEREAS pursuant to the provisions at section 10 of the said Land Development and Planning Act, the Society entered into an Agreement with the Governor bearing date the 1 st day of April, 1950, whereby it was agreed inter alia that the society should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land and all costs, charges and expenses of the acquisition proceedings as may be estimated by the collector of 24-Parganas under the West Bengal Land Development and Planning Act, 1948.

AND WHEREAS in accordance with the provisions of the said agreement, the society deposited with the collector of 24-Parganas Rs. 1,73,628/- being part of the costs of acquisition of the said lands and possession of the said lands was made over to the said Society with the right to have the lands transferred to the

society upon full payment of the amount of compensation and the costs, charges and expenses as aforesaid to enable the society to sell and transfer the said lands to Bonafede refugees and homeless Government employees and homeless persons of the State of West Bengal in terms of the said hereinbefore in part recited agreement.

AND WHEREAS the society having failed to comply with the terms and conditions of the said hereinbefore in part recited agreement, the Governor determined the said agreement dated the 1 st day of April, 1950 entered into between the society and the Governor, resumed the said lands which remained vested absolutely in the Governor for dealing with and disposing of the same in execution of the development scheme and appointed an administrator for the execution of the said scheme.

AND WHEREAS the above named Smt. Ratna Guha had prior to the termination of the said Agreement hereinbefore in part recited agreement, dated the 1 st day of April, 1950, deposited with the society the sum of Rs. 1,250/- for allotment of the plot of land hereinafter mentioned and described in the schedule hereunder written to the transferee but no transfer had been effected by the society in favour of the transferee of the said land.

AND WHEREAS the transferee had applied to the administrator for allotment of the plot of land mentioned in the SCHEDULE hereunder written, forming part or portion of the said lands so acquired as aforesaid under the said Land Development and Planning Act, for residential purposes and the administrator, Development Scheme, had agreed to allot to the transferee 4 Cottahs 10 Chittacks and 28 sq. ft. of land on payment of the sum of Rs.4,610/- in addition to the sum of Rs. 1,250/- paid by the transferee to the society as aforesaid towards the price of the said land and upon assignment by the transferee in favour of the Governor aggregated to Rs. 5,860/- (Rupees Five Thousand Eight Hundred and Sixty) only the claim of the transferee to recover from the society, the said sum of Rs. 1,250/- so deposited as aforesaid by the transferee with the society.

AND WHEREAS accordingly the transferee in terms of Memo No. 198 L. Dev Dated Calcutta, the 18 th June, 1985 issued by the Administrator, Development Schemes, Government of West Bengal, Land and Land Reforms Department, Land Development Branch to the transferee Sri Bimalendu Das, since deceased, requesting him to deposit additional land value of Rs. 4,610/- in respect of Plot no. 103, Kanungo Park, B block of Baishnabghata Development Scheme which is in addition to the sum of Rs. 1,250/- paid by the transferee Sri Bimalendu Das, since deceased, to the Society towards the price of the said land, deposited Rs. 4,610/- as additional land value by challan no. 850 dated 07.08.1985 with the Reserve Bank of India for Plot no. 103 Kanungo Park within B block of Baishnabghata Development Scheme which was acknowledged by the Administrator, Development Schemes, Government of West Bengal, Land and Land Reforms Department, Land Development Branch by his Memo no. 285 L. Dev., Dated Calcutta, the 11th October, 1985.

AND WHEREAS the transferee Sri Bimalendu Das, since deceased in terms of the Government request, by a registered Deed of Assignment dated 11 th day of July, 1986, registered in the office of the A.D.S.R. Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 31 from pages 339 to 344, being no. 1757 for the year 1986, as ASSIGNOR of the one part and the GOVERNOR of the State of West Bengal of the other part, transferred and assigned all his right, title and interest of and in the said sum of Rs. 1,250/- so deposited by the assignor with the said society unto the Governor of the State of West Bengal for recovery of the said sum of Rs. 1,250/- from the society and the Governor shall stand seized and possessed of all such right, title and interest of the assignor of and in the said sum of Rs. 1,250/- including the right to recover the same from the said society. AND WHEREAS thus the transferee Sri Bimalendu Das, since deceased, paid the entire consideration of the said land measuring 4 Cottahs 10 Chittacks and 28 sq. ft. being Rs. 5,860 /- including assignment of his right, title and interest in the said sum of Rs. 1,250/- unto the Governor of the State of West Bengal for recovery of the said sum of Rs. 1,250/- from the society.

AND WHEREAS so the transferee had requested to the Governor to execute those presents for the purpose of vesting the said lands, allotted to him, the transferee and the Governor had agreed to do so.

AND WHEREAS that in pursuance of the said Agreement and in consideration of the sum of Rs. 4,610/- paid by the transferee to the Government on or before the execution of these presents and the Assignment executed by the transferee in favour of the Governor of the claims of the said transferee against the society for the said sum of Rs. 1,250/- so deposited by the transferee with the society as aforesaid, the Governor by an Indenture dated 11 th July, 1986, registered in the office of the Additional District Sub-Registrar, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 31, from pages 328 to 338, being no. 1756 for the year 1986 granted, transferred, conveyed and assigned unto the transferee Sri Bimalendu Das, since deceased ALL THAT piece or parcel of land delineated in the map thereinto annexed and described in the schedule thereunder written TO HOLD the same unto the transferee, free from encumbrances but subject to payment of such rent as may be determined to be payable in respect of the said piece or parcel of land AND the transferee hereby covenants with the Governor that he shall not without the sanction, in writing, of the Government first has and obtained, use the land for any purpose whatsoever other than of erection dwelling house for the residence of himself and the members of his family.

AND WHEREAS though the Governor granted, transferred, conveyed and assigned unto the transferee the said land measuring 4 Cottahs 10 Chittacks and 28 sq. ft. receiving the entire consideration for that from the transferee as mentioned in the schedule of the said Indenture dated 11 th July, 1986 and also mentioned in the FIRST SCHEDULE hereunder written but attached one condition in the form of a covenant meaning thereby that the transferee shall use the land for the purpose of erection of a dwelling house for his residence and the members of his family.

AND WHEREAS the transferee Sri Bimalendu Das, since deceased, during his lifetime mutated his name in respect of the said plot of land measuring 4 Cottahs 10 Chittacks and 28 sq. ft. more fully mentioned in the schedule of the said Indenture dated 11 th July, 1986, in the of the B.L. and L.R.O. and started paying the rents and taxes in respect of the said land year by year and thereafter recorded his name in the assessment records of the Kolkata Municipal Corporation enjoying the said premises after making construction of single

storied building thereon without any disturbance and hindrance from anybody whomsoever.

AND WHEREAS the said transferee Sri Bimalendu Das, while thus absolutely seized and possessed of the said land TOGETHERWITH single storied building standing thereon, morefully mentioned and described in the FIRST SCHEDULE hereunder, died intestate on 18 th January, 2004, leaving behind him surviving his wife Smt Protima Das and only daughter Smt Ratna Guha as his legal heirs and successors and legal representatives, who jointly inherited the said property left by the deceased Bimalendu Das each inheriting undivided $\frac{1}{2}$ share in the said property, mentioned in the FIRST SCHEDULE hereunder written.

AND WHEREAS on the death of Smt Protima Das, the wife of deceased Bimalendu Das on 28.09.2014, the undivided $\frac{1}{2}$ share left by the deceased Pratima Das devolved upon her daughter Smt Ratna Guha and by virtue of inheritance, Smt. Ratna Guha, the owner herein has become the absolute owner in possession of the said property measuring 4 Cottahs 10 Chittacks and 28 sq. ft. of land TOGETHERWITH single storied building standing thereon, morefully mentioned and described in the schedule of the Indenture dated 11 th July, 1986 and also in theFIRST SCHEDULE hereunder written free from all encumbrances and liabilities whatsoever and for the sake of brevity referred to as the "said premises".

AND WHEREAS the owner herein, Smt. Ratna Guha, has mutated her name in the records of the B.L. & L.R.O. and also in the assessment records of the Kolkata Municipal Corporation wherein the said land with the building has been assessed as Premises No. 9, Kanungo Park, under Ward No. 110 of the KMC, bearing AssesseeNo. 311100700091.

AND WHEREAS the owner Smt. Ratna Guha, being the only daughter of the deceased transferee Sri Bimalendu Das has been legally advised that such a condition mentioned in the Deed in reality absolutely restrains alienation of the saidland to any third party by Smt Ratna Guha, the owner herein and such condition orlimitation is void in terms of section 10 of the Transfer of Property Act, 1882, when itis a transfer within the meaning of the transfer of Property Act, 1882.

AND WHEREAS in view of the above mentioned statute the condition and limitation attached with the grant of transfer of the said land as mentioned in the schedule of the Indenture dated 11 th July, 1986, being void, Smt Ratna Guha, the owner herein, is the absolute owner of the said land as mentioned in the schedule of the Indenture dated 11 th July, 1986, being free from all encumbrances and liabilities whatsoever

more so when non performance or breach of a covenant does not defeat the grant in terms of various High Court judgments.

AND WHEREAS Governor of the State of West Bengal by an Indenture dated 21.12.2023 transferred absolute title unto the Allottee i.e. Smt. Ratna Guha forever ALL THAT piece or parcel of land measuring 4 cottahs and 10 chittacks 28 sq. ft. together with single storied brick built dwelling house standing thereon and on part thereof measuring 500 sq. ft. super built up area and being Municipal Premises no. 9, Kanungo Park, Kolkata – 700 084 under the jurisdiction of Ward No. 110 of the Kolkata Municipal Corporation, comprised in and being Scheme Plot No. 103 (Bastu), Kanungo Park, within Block – B of the scheme of the West Bengal Settlement Kanungos' Co-operative Credit Society Limited and being part of R.S. Plot No. 562/1538 under Khatian No. Nil of Mouza : Baishnabghata, J.L. No. 28 under Police Station : formerly Jadavpur, presently Patuli in the District of 24- Parganas (South), morefully mentioned and described in the FIRST SCHEDULE hereunder written, free from all encumbrances and liabilities whatsoever. The said Deed was registered in the office of the D.S.R – IV, Alipore and recorded in Book No.I, Volume – 1604 – 2023, Pages 468432 to 468457, Being No.160415336 for the year 2023.

AND WHEREAS the said premises is free from all encumbrances, lien, mortgages and lispensens whatsoever.

AND WHEREAS by virtue of the aforesaid 2 Deeds the said Smt. Ratna Guha became the absolute owner-in-possession of the said premises in which none other than the owner has any right, title, interest and possession. The said Smt. Ratna Guha thus became the sole owner of Premises No.9, Kanungo Park, Kolkata – 700 084 and paying rates and taxes to the Kolkata Municipal Corporation regularly without any hindrance. The said premise is morefully

described in the FIRST SCHEDULE herein under. The said property is free from all encumbrances, attachments liens and lispence.

AND WHEREAS the said SMT. RATNA GUHA while being seized and possessed of the said property with a view to develop the said property entered into a Development Agreement on 07.03.2024 with Sri Jayanta Deb Biswas son of Late Somendra Krishna Deb Biswas Sole Proprietor of M/S. GLOBE CONSTRUCTION described therein as Developer for construction of a multi storied building over the said premises. The said Deed was registered in the office of the D.S.R – II, South 24 Parganas and recorded in Book No.I, Volume No.1603 – 2024, from the page 94107 to 94143, Being No.160304013 for the year 2024. She also granted a Power of Attorney on 07.03.2024 in favour of the said Jayanta Kumar Deb Biswas which was registered in the office of the D.S.R – III, South 24 Parganas and recorded in Book No.I, Volume No.1603 – 2024, from Page 93958 to 93974, Being No.160304016 of the year 2024. According to the said Development Agreement and Power of Attorney the said Developer started construction of one building (G + III storied building) over the said premises as per plan sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS thereafter the developer above named entered into an **Agreement for Sale** on with the Purchasers above-named for selling Flat No....., on the Floor, Side measuring area sq.ft. super built up area more or less along with one covered car parking measuring sq.ft. in the Ground Floor which they have agreed to sell the said flat and car parking space to them and the said Purchasers agreed to purchase the said flat and car parking space at a consideration of Rs..... This flat falls under Developer's Allocation.

AND WHEREAS in view of the aforesaid Agreement for Sale dated the Owners above named agreed to sell and the purchaser namely agreed to acquire **ALL THAT** one self contained residential front side Flat No..... measuring sq.ft. super built up area more or less in the Floor consisting of 2 Bed Rooms, 1 Dining cum Kitchen, 1 Drawing Room, 2 Toilets and 1 Balcony and one car parking

space measuring 190 sq.ft. more or less in the ground floor of the building together with the right to use and enjoy the benefits of the common areas and facilities appertaining to the said flat together with undivided proportionate variable impartible share in the land of the said Premises No.9, Kanungo Park under Ward No.110 of the Kolkata Municipal Corporation, Police Station - Patuli, Kolkata - 700 084, appertaining and/or attributable thereto morefully and particularly described in the **SECOND SCHEDULE** hereunder written hereinafter collectively referred to as the said flat free from all encumbrances subject to the terms and conditions therein mentioned.

AND WHEREAS the Vendor confirms to have received the full consideration amount on account of conveying the said flat together with undivided proportionate impartible indivisible variable share in the land comprised in the said premises appertaining and/or attributable to the said flat. The Owner is entitled to receive the entire consideration amount from the purchasers and the purchaser is fully discharged from the obligation of making payment of the same to the Vendor hereby confirms he is fully satisfied from the receipt of the consideration as stated herein and the purchasers are fully discharged from the obligation of making payment of the consideration money to the Vendor herein.

AND WHEREAS the covenants, stipulations and restrictions set out hereunder and in the schedule hereto shall be binding upon the purchasers herein and upon each Co-purchasers of their respective flats and the Vendor shall impose the same covenants stipulations and restrictions upon the future purchasers upon every future sale by them of their respective flats in the said building with the intent that any purchasers for the time being of any flat in the said building may be able to enforce the observance and performance of the said covenants, stipulations, restrictions, terms and conditions for the time being of the other flats therein.

AND WHEREAS the purchasers have made independent enquiries and searches and taken inspection of all the papers and documents and became fully satisfied with regard to the title of the Vendors herein in respect of the said premises.

AND WHEREAS at or before taking delivery possession of the said flat the Purchasers have been fully satisfied with regard to the area, dimensions, quality of construction and workmanship with respect to the building constructed at the

said premises as well as the said flat and have no grievances whatsoever with regard to the same.

AND WHEREAS in view of what is stated hereinabove the Purchasers herein approached and requested the Vendor to execute and register the Deed of Conveyance in respect of the said flat morefully described in the **SECOND SCHEDULE** stated hereunder subject to however covenants, stipulations, restrictions and terms and conditions as stated hereunder.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **RS.00,00,000.00 (RUPEES**) only of lawful money paid by the Purchasers to the Vendor on or before the execution of these present (the receipt whereof the Vendors do hereby admit and acknowledge and acquit release and discharge the said flat and every part thereof as also the Purchasers) the Vendors doth hereby sell grant convey transfer by way of sell, assign and assure and also transfer release, relinquish, disclaim assign and assure their respective right title interest unto and in favour of the Purchasers in respect of **ALL THAT** one self contained residential front side Flat No..... measuring sq.ft. super built up area more or less in the Floor consisting of 2 Bed Rooms, 1 Dining cum Kitchen, 1 Drawing Room, 2 Toilets and 1 Balcony and one car parking space measuring 190 sq.ft. more or less in the ground floor of the building together with a right to use and enjoy the benefits of the common areas and facilities appertaining to the said flat together with undivided proportionate variable impartible share in the land of the said Premises No.9, Kanungo Park under Ward No.110 of the Kolkata Municipal Corporation, Police Station - Patuli, Kolkata - 700 084 appertaining and/or attributable thereto morefully and particularly described in the **SECOND SCHEDULE** hereunder written hereinafter collectively referred to as the said flat and delineated in the Map or Plan hereto annexed and thereon bordered in the "**RED**" colour **TOGETHERWITH** the right in common with the Owners and Occupiers herein for the time being of the other flats in the said building and all others having the like right to use for the purpose of access to and egress form the said flat entrance stair case landings and lifts in the said building and such of the passages therein subject to the right of support (laterally or vertically) in the said building together with all

privileges, easements, profits, advantage, benefits appendages right title claims and demands whatsoever and all the appurtenances belonging to or in any wise appertaining to or with the same or any part thereof usually held used occupied enjoyed or known as part of or appertaining to the said flat and car parking space hereby granted as aforesaid excepting and reserving such easements quasi easements rights and privileges as are set out in the **THIRD SCHEDULE** stated hereunder together with benefit of such easements quasi easements rights and privileges and the benefit of such quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat as mentioned in the **FOURTH SCHEDULE** stated hereunder **AND ALL** estate, right, title, interest, use, possession, benefit, claim and demand whatsoever of the Vendor into upon or in respect of the said flat and car parking space and every part thereof hereby sold transferred granted or expressed so to be unto and to the use of the Purchasers **AND ALL** deeds pattahs writings muniments evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the vendors or any person or persons from whom they may procure the same without any action either at law or in equity **TO HAVE AND TO HOLD** the said flat absolute and forever free from all encumbrances whatsoever subject to the obligation of contributing and paying proportionate expenses of maintenance and rates and taxes and subject to the covenants, stipulations and restriction set forth hereto and imposed and/or to be imposed on the Purchasers as obligations intended to be binding in perpetuity on the said flat hereby conveyed and all future Owners thereof **TOGETHERWITH** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat **AND ALSO TOGETHER WITH** right to enjoy in the common areas and facilities as mentioned in **FIFTH SCHEDULE** hereunder written in common with the other Owners and occupiers of the other flats of the said building **AND SUBJECT ALSO** to the payment of the proportionate or apportioned share of the common expenses for maintenance repairs, renewals, replacements of the common areas and liabilities as described in the **FIFTH SCHEDULE** hereto and subject further to the payment of the proportionate or apportioned share of the common expenses charge and statutory rates taxes

and impositions in respect of the said flat morefully described in the **SIXTH SCHEDULE** hereunder written.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows: -

a) That notwithstanding any act deed or thing by the Vendor executed or knowingly suffered to the contrary the Vendor is lawfully entitled to and/or absolutely seized and possessed of the said flat and have good right full power and absolute authority to transfer by way of sale the same unto and to the use of the purchasers in the manner aforesaid.

b) That the Purchasers shall and may at all material times hereafter peaceably and quietly possess and enjoy the said flat and receive the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendors or any person or persons lawful claiming from under or in trust from them.

c) That the said flat is free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the Vendor and well and sufficiently saved kept harmless and indemnified of from and against all former and other estate title charge and encumbrances whatsoever made executed occasioned or suffered by the Vendor or any other person or persons lawfully claiming or claimed by from under in trust from them.

d) The Vendor shall from time to time and at all times hereafter at request and costs of the Purchasers will execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law for the better further and more perfectly and absolutely granting the said flat hereby granted and sold unto and to the use of the Purchasers in the manner aforesaid as the Purchasers or their counsel in law shall reasonably require.

e) The Vendor shall at all times hereafter at the requests and costs of the Purchasers produce or cause to be produced all the original Title Deeds and documents in respect of the "Said Premises", for evidencing the title and also to furnish to the Purchasers copies of extracts from the said Deeds and documents and shall in the meanwhile keep the same safe and obliterated unless otherwise beyond the control of the Vendors.

f) The Vendor hereby confirms to have delivered peaceful and vacant possession of the said flat and car parking space to the Purchasers before the execution of these presents.

THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS as follows :-

a) To pay proportionately both Owner's and occupier's share of Municipal rates and taxes assessments outgoings or any other rates/taxes/levies assessments, outgoings that may be levied in future on the said flat and/or the land and/or the building.

b) To pay electricity charges on due dates regularly and punctually without default failing which the Purchasers shall not be entitled to avail electricity.

c) To pay the proportionate share for maintenance charges towards common services provided in the said building for the use/benefit of the Purchasers and/or Co-purchasers of the other flat/flats.

d) Not to do anything in connection with the use and enjoyment of the said flat whereby the owners and/or occupiers for the time being of other areas in the said building are prejudicially affected.

e) Not to throw or deposit any rubbish garbage or refuse otherwise than in the containers provided therefore or dismantled building materials in any common parts save and except an area specified.

f) Not to put anything in the sinks or lavatories which can lead to stoppage in the pipes or drains serving the said building.

g) The Purchasers shall not keep nor store in the said flat any inflammable or combustible articles or any other similar articles giving an offensive smell.

h) Not to do anything which will cause any nuisance or annoyance to the co-purchaser and/or occupants of other portions of the building and/or the flat.

i) Not to use or allow use of the said flat for any purpose other than for quiet and decent residential purpose and in particular not to use the same for any immoral activities nor for any hotel, nursing home, boarding house, guest house, manufacturing or processing work or use the same as a godown for storage purpose.

- j) Not to decorate or paint or otherwise alter the exterior of the said flat or common parts of the building in any manner save in accordance with the general scheme thereof as may be specified.
- k) Not to do anything whereby the other Co-Purchasers are obstructed in or prevented from quiet enjoyment of their respective flats and jointly of the common parts.
- l) Not to claim any right in any part of the building other than the flat purchased.
- m) Not to display or affix any neon sign or signboard on any outer wall of the building or the flats of the common parts and not to affix any letter boxes in any place except the space if provided by the Vendor.
- n) Not to claim any partition or Sub-Division of the land and/or common parts and not to partition the flat by metes and bounds.
- o) Not to claim any additional right other undivided proportionate variable impartible share in the land mentioned in the FIRST SCHEDULE stated hereunder.
- p) Not to obstruct or raise any objection in any manner whatsoever in case undivided proportionate share in land is reduced by reason of constructing an area in excess of an area now intended and/or permitted to be constructed on the land.
- q) Not to put up brick wall or any other pucca construction or any addition/alternation of a permanent nature within the flat of any where in the building.
- r) Not to keep any goods in the common corridor or common area which shall always be kept free and no agent or employees of the purchasers shall be entitled to stay and/or sleep in the common area.
- s) The Purchasers shall not do or cause or permit to be done any act deed or thing which may increase the insurance premium or render void or voidable any insurance or any flat or any part of the said building.
- t) To keep the said flat in a good state of repairs and conditions.
- u) The purchasers shall observe and comply with all the rules and regulations framed by the flat owners Association for the time being of the said building.

- v) If any dues of the flat owners association remain due and payable by the Purchasers, the flat owners association shall be entitled to withdraw and/or stop the purchasers from utilizing the common services.
- w) To keep the said flat and all partition walls sewers drains pipes cables wires belonging thereto in good and tenantable repair and condition at its own costs, which will be paid by the purchasers from the date of purchase.
- x) The Purchasers shall not obstruct the Owners of the other flats and/or flat owners Association from carrying out any obligations and/or duties for the maintenance of the said building or any common parts or utilities.
- y) To permit surveyors or agents of the flat owners Association with or without workmen at all reasonable time to enter upon the said flat and every part thereof to view the state and conditions thereof.
- z) Within 15 days after the date of every such notice as aforesaid to repair and make good all such defects decay and want of reparation to the said flat at the costs of the Purchasers.
- aa) The purchasers agree to indemnify to the Vendors in respect of any losses, damages or charges, claims and demands which the Vendors may suffer on purchasers' account in terms of this Indenture.
- bb) The Vendors delivers the vacant and khas possession of the Flat and Car Parking Space

FIRST SCHEDULE ABOVE REFERRED TO
(Description of the entire premises)

ALL THAT piece or parcel of land measuring 4 cottahs and 10 chittacks 28 sq. ft. together with single storied brick built dwelling house standing thereon and on part thereof measuring 500 sq. ft. super built up area and being Municipal Premises no. 9, Kanungo Park, Kolkata - 700 084 under the jurisdiction of Ward No. 110 of the Kolkata Municipal Corporation, comprised in and being Scheme Plot No. 103 (Bastu), Kanungo Park, within Block - B of the scheme of the West Bengal Settlement

Kanungos' Co-operative Credit Society Limited and being part of R.S. Plot No. 562/1538 under Khatian No. Nil of Mouza : Baishnabghata, J.L. No. 28 under Police Station : formerly Jadavpur, presently Patuli in the District of 24-Parganas (South), with liberties, privileges and easement rights connected therewith and butted and bounded as follows :-

ON THE NORTH : By 96, Kanungo Park, Plot No. 96
 ON THE EAST : By 206, Kanungo Park, Plot No., 102
 ON THE SOUTH : By 28 ft wide KMC Road
 ON THE WEST : By 156, Kanungo Park, Plot No. 104

THE SECOND SCHEDULE ABOVE REFERRED TO:

(WITH VITRIFIED TILED FLOORING AND LIFT FACILITY)

ALL THAT one self contained residential front side Flat No..... measuring 0000 sq.ft. carpet area more or less in the Floor consisting of 2 Bed Rooms, 1 Dining cum Kitchen, 1 Drawing Room, 2 Toilets and 1 Balcony and one car parking space measuring 190 sq.ft. more or less in the ground floor of the building lying and situate at being Municipal Premises no. 9, Kanungo Park, Kolkata - 700 084 under the jurisdiction of Ward No. 110 of the Kolkata Municipal Corporation, comprised in and being Scheme Plot No. 103 (Bastu), Kanungo Park, within Block - B of the scheme of the West Bengal Settlement Kanungos' Co-operative Credit Society Limited and being part of R.S. Plot No. 562/1538 under Khatian No. Nil of Mouza : Baishnabghata, J.L. No. 28 under Police Station : formerly Jadavpur, presently Patuli in the District of 24-Parganas (South) together with undivided proportionate share of land and the common areas and common facilities of the building standing thereon. The said flat is delineated in **RED** border in the plan annexed herewith.

THE THIRD SCHEDULE ABOVE REFERRED TO

(RIGHTS AND EASEMENTS EXCEPTED AND REVERSED)

- a. The right in common with the owners and occupiers of for the time being of the other flats in the said building and all others having the like right to use for the purposes of access to and egress from the said flat the entrance,

staircases, landings and lift in the said building and such of the passages therein.

- b. The right with or without workmen and necessary materials to enter from time to time upon the said flat but without causing any undue inconvenience to occupants thereof for laying pipes drains wires and conduits of aforesaid and for the purpose of repairing including inspection if necessary thereof.
- c. A right of protection for the said flat by other portion or portions of the said building by all parts of the said building.
- d. A right to attach to the joist immediately above the said flat ceiling for the various parts of the flat and right to do such things affecting such joist as may be necessary in the repair and replacement of such ceilings.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(RIGHTS AND EASEMENTS ATTACHED)

- a. The purchaser shall be entitled to all privileges and rights including right of vertical and lateral easements quasi -easements appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat.
- b. The purchaser and his servants, agents, employees and invites shall have the right to access in common with the owners and occupiers for the time being the other flats at all times for domestic purposes connected with the use and enjoyment of the said flat and common parts without vehicles over and along the drive way and / or pathways for entry into the said building provided always and it is hereby that nothing herein contained shall permit the purchaser and or his servants, agents and employees to obstruct in any way by vehicles, deposit rubbish or otherwise free passage of other persons property entitled to such right of way as aforesaid.
- c. The purchaser shall have the right to protection of the said flat by or from all parts of the said building so far as may be necessary including right to support both vertical as well as lateral and right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said flat through pipes, drains, wires and conduits being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said flat.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON PARTS) – COMMON TO THE CO – OWNERS

- a. Roof of the building
- b. Lobbies in the ground floor
- c. Stair cases on all floors.
- d. Stair cases landings on all floors.
- e. Lift lobbies and lift well in all floors.
- f. Lift installations and machine room.
- g. Water Pump, Water Tank, Water pipe and other common pumping instillation.
- h. Electrical common Electrical wiring, Meter Room, Antenna and Telephone lines upto the flat and its accessories meant for common use.
- i. Drainage and Sewerage evacuation Pipes from the Flats to drains and sewers common to the building
- j. Boundary walls and main gate of the building
- k. Other common parts, areas, equipments, installations, fittings and fixtures.
- l. And spaces in or about said buildings as are necessary for common use by occupiers in common.

THE SIXTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES

- a. The expenses for maintenance and operation of the lift, white washing painting repairing or replacing, decorating all common portions including generator and common bath rooms outer walls of the building, parking space boundary walls, columns, load bearing walls, beams, stairs cases foundation walls, main entrance, gate, staircase, passage, motor pumps,

overhead and underground water tanks fire fighting installations and all other spaces for common use.

- b. Expenses for maintenance cleaning changing replacing shifting common electrical lines, fittings, accessories, pipe connections, over head tanks, underground reservoirs, drainage, Motor Pump.
- c. Cost of running motor pumps, and other Electrical installations, fire fighting installations and their replacement as may be necessary from time to time.
- d. For supplying providing purchasing maintaining replacing and / or repairing and keeping in good and serviceable order all fixtures, fittings, appliances, materials or other thing which will be necessary for maintenance, up keep and cleanliness and keep in repair of the building or any common portions thereof.
- e. Cost of supply of electricity of common area and for common purpose.
- f. The Salaries wages and all other payments of employing necessary staff including manager, caretaker, accountant, clerks, electrician, technician, for fire fighting equipment, darwan, security staff and sweepers etc.
- g. All wages (including water rates) taxes charges assessments impositions and other out goings payable in respect of all common parts of the building of the entire building so long as separate assessments of flats or other areas are not made.
- h. Any other common charges, costs and expenses, impositions of whatsoever kind which may become payable for maintenance of common benefits and utilities of the building.

IN WITNESS WHEREOF the **VENDORS** and **PURCHASERS** hereunto set and subscribed their respective hands and seals in execution hereof on the day of the month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of

W I T N E S S E S

1.

2.

VENDORS

PURCHASERS

Drafted by

Advocate
Alipore Judges Court
Regd. No.WB65/1987

Typed by

MEMO OF CONSIDERATION

RECEIVED with thanks from the above named purchasers a sum of **RS..... (RUPEES)** only towards the full consideration money in respect of the within mentioned flat and car parking space described in the **SECOND SCHEDULE** herein above written as per memo below :-

Total = Rs.00,00,000.00

(RUPEES) ONLY

WITNESSES :

1.

For GLOBE CONSTRUCTION
Jagdish Kishore Biswas
Proprietor

2.

VENDORS