

INDENTURE OF SALE

THIS INDENTURE OF SALE made this the ___ day of April, Two Thousand Twenty Four (2024) A.D. BETWEEN (1) **SMT PROVATI SAHA** (PAN NO.GPCPS4348Q & AADHAAR NO.9183-3376-4956) wife of Late Suvash Chandra Saha, (2) **SRI DEBASISH SAHA** (PAN NO. EAUPS0411K & AADHAAR NO. 7028-7704-1721) son of Late Suvash Chandra Saha both residing at Near Garia Station Road, Balia More, P.S. Sonarpur, P.O. Garia, Kolkata-700084, and (3) **SMT. DOLA DEY** (PAN NO. ARCPD1078J & AADHAAR NO. 5017-5114-0616) wife of Sri Neeladri Sekhar Dey and daughter of Late Subash Chandra Saha residing at A/123, Near Layalka Pukur Baghajatin, P.O. Regent State, P.S. Jadavpur, Kolkata-700092 all by faith Hindu, by occupation No.(1)House-wife No.(2) Business and No(3) House-wife all by Nationality Indian represented by their **Constituted Attorney "M/s. SINDHUJA ASSOCIATE" (PAN NO. AEVFS8925B)** a partnership firm, having its office at 1261, Survey Park, P.O. :- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 being represented by its partners (1) **SRI TAPASH KUMAR GHOSH** (PAN NO. AGFPG5848M) and (AADHAAR NO. 852828311644) son of Sri Anil Chandra Ghosh, residing at 2081, Chak-Garia, P.S. Survey Park, P.O. Santoshpur, Kolkata-700 075 and (2) **SRI TOTUL KUMAR GHOSH** (PAN NO. BETPG8342D) and (AADHAAR NO. 830665197607) son of Sri Ajit Kumar Ghosh, residing at 1261, Survey Park, P.S. Survey Park, P.O. Santoshpur, Kolkata-700 075 (*Development Power of Attorney Registered at the office of D.S.R.-IV, 24 Parganas (South) and was recorded in Book No. 1, CD Volume No. 1604-2022, Pages from 440230 to 440260, being No. 160414800 for the year 2022*) hereinafter referred to as the **OWNERS** (which term or expression shall unless included by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives and / or assigns) of the **ONE PART/FIRST PART**.

Contd.....Pg/2.

SINDHUJA ASSOCIATE

A N D

SRI/SMT. _____ (PAN No. _____ & AADHAAR No. _____
 _____ DOB: _____ & MOB. NO. _____) Son/daughter of _____
 _____ residing at _____ West Bengal _____
 _____ by faith -Hindu, by Nationality – Indian, by occupation Service hereinafter referred to
 as the **PURCHASER/S** (which term or 'expression shall unless excluded by or repugnant to the
 subject or context be deemed to include his/her heirs, executors, administrators, legal
 representatives and /or assigns) party of the **SECOND PART.**

A N D

"M/s. SINDHUJA ASSOCIATE" (PAN NO. **AEVFS8925B**) a partnership firm, having its
 office at 1261, Survey Park, P.O. :- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 being
 represented by its partners **(1) SRI TAPASH KUMAR GHOSH** (PAN NO. AGFPG5848M) and
 (AADHAAR NO. 852828311644) son of Sri Anil Chandra Ghosh, residing at 2081, Chak-Garia, P.S.
 Survey Park, P.O. Santoshpur, Kolkata-700 075 and **(2) SRI TOTUL KUMAR GHOSH** (PAN NO.
 BETPG8342D) and (AADHAAR NO. 830665197607) son of Sri Ajit Kumar Ghosh, residing at 1261,
 Survey Park, P.S. Survey Park, P.O. Santoshpur, Kolkata-700 075 hereinafter referred to as the
PROMOTER/ BUILDER/ DEVELOPER/CONTRACTOR/CONFIRMING PARTY (which term or
 expression shall unless included by or repugnant to the context be deemed to mean and include
 its respective successors – in office interest, executors, legal representatives and / or assigns) of
 the **THIRD PART.**

WHEREAS one Sri Mangal Chandra Naskar son of Late Nabin Chandra Naskar as absolute
 owner of land measuring 50 decimal under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44,
 R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 sold
 and transferred to Sri Kalicharan Mondal son of Late Ram Narayan Mondal on 26-06-1943 which
 was registered at S.R. Baripur, recorded in Book No. I, being No. 3723 for the year 1943 with
 valuable consideration mentioned therein.

AND WHEREAS Sri Kalicharan Mondal son of Late Ram Narayan Mondal as absolute
 owner of land measuring 50 decimal by way of purchased thereafter sold and transferred 50
 decimal Sali land under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi
 No. 271, C.S. Kh.No. 221, R.S. Kh. No. 187, C.S. Dag No. 236, R.S. Dag No. 71 to Sri Atul Krishna
 Mondal son of Late Baikhuntha Nath Mondal which was registered at DR Alipore recorded in Book
 No. I, Volume No. 72, pages from 78 to 80 being No. 3296 for the year 1952.

AND WHEREAS Sri Atul Krishna Mondal while enjoying his absolute possession sold and transferred $8\frac{1}{4}$ decimal demarcated Sali land out of 50 decimal under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 221, R.S. Kh. No. 187, C.S. Dag No. 236, R.S. Dag No. 71 to Sri Subash Chandra Saha son of Late Sahadev Saha which was registered at S.R Sonarpur recorded in Book No. I, Volume No. 22, pages from 180 to 183 being No. 1415 for the year 1978.

AND WHEREAS thus the owner herein to **Sri Subash Chandra Saha** son of Late Sahadev Saha by virtue of the aforesaid purchase thus owned seized and possessed of and / or otherwise well sufficiently entitled to Bastu Land measuring $8\frac{1}{4}$ decimal more or less under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S. No. 8, Touzi No. 271, C.S. Kh.No. 221, R.S. Kh. No. 187, C.S. Dag No. 236, R.S. Dag No. 71, presently L.R. Dag No. 76 and L.R. Kh. No. 2296 recorded as Sali/ Bastu , P.S. Sonarpur Now Narendrapur, District -South - 24-Parganas, Kolkata-700094 with every rights, title interest over the said property without interruption, claim and whatsoever and mutated his name in the record of Rajpur Sonarpur Municipality as Holding No. 966, Srinagar, Ward No. 01, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104302063951, Kolkata-700094.

AND WHEREAS the owner **Sri Subash Chandra Saha** while enjoying and possessing the entire Bastu land measuring $8\frac{1}{4}$ decimal more or less died intestate on 20-04-2015 living behind his **wife** Smt Provati Saha one **son** Sri Debasish Saha and one **daughter** Smt Dola Dey who inherited the entire undivided Sali/Bastu Land measuring $8\frac{1}{4}$ decimal more or less under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh. No. 221, R.S. Kh. No. 187, C.S. Dag No. 236, R.S. Dag No. 71 presently L.R. Dag No. 76 and L.R. Kh. No. 2296, with every rights, title interest over the said property without interruption, claim and whatsoever of Rajpur Sonarpur Municipality Holding No. 966, Srinagar, Ward No. 01, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, Dist. 24Pargana(S) being Assessee No. 1104302063951, Kolkata-700094 left by late Subash Chandra Saha.

AND WHEREAS the owners the first party herein Smt Provati Saha, Sri Debasish Saha and Smt Dola Dey jointly decided to develop the said Sali/Bastu land measuring $8\frac{1}{4}$ decimal more or less under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh. No. 221, R.S. Kh. No. 187, C.S. Dag No. 236, R.S. Dag No. 71 presently L.R. Dag No. 76 and L.R. Kh. No. 2296, P.S. Sonarpur Now Narendrapur, District -South - 24-Parganas, Kolkata-700094 through "**M/s. SINDHUJA ASSOCIATE**" a partnership firm, having its office at 1261, Survey Park, P.O. :- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 being represented by its partners (1) **SRI TAPASH KUMAR GHOSH** son of Sri Anil Chandra Ghosh, residing at 2081, Chak-Garia, P.S. Survey Park, P.O. Santoshpur, Kolkata-700 075 and (2) **SRI TOTUL KUMAR GHOSH** son of Sri

Ajit Kumar Ghosh, residing at 1261, Survey Park, P.S. Survey Park, P.O. Santoshpur, Kolkata-700 075.

EXECUTION OF REGD. DEVELOPMENT AGREEMENT & REGD. DEVELOPMENT POWER OF ATTORNEY:

- (i) Subsequently, for better residential accommodation the aforesaid Land Owners i.e. the Party of the First Part while are in peaceful possession entered into a **Registered Development Agreement** on **16th December 2022** with "**M/s. SINDHUJA ASSOCIATE**" a partnership firm, having its office at 1261, Survey Park, P.O. :- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 being represented by its partners **(1) SRI TAPASH KUMAR GHOSH** son of Sri Anil Chandra Ghosh, residing at 2081, Chak-Garia, P.S. Survey Park, P.O. Santoshpur, Kolkata-700 075 and **(2) SRI TOTUL KUMAR GHOSH** son of Sri Ajit Kumar Ghosh, residing at 1261, Survey Park, P.S. Survey Park, P.O. Santoshpur, Kolkata-700 075 the Developer herein, in respect of the Said land for constructing G+II storied building on the Said Land which will serve and fulfil the basic requirements, needs and purposes of the Land Owners together with providing flats and/or separate residential units/apartments to the intending dwellers for their residential requirements and consequently it was inter alia agreed by and between the parties thereto that the Developer would construct G+II storied building at its cost and expenses on the Said Land according to the Building Plan to be sanctioned by the Rajpur Sonarpur Municipality. **The said Development Agreement was registered in the office of DSR-IV, 24-Parganas(S), recorded in Book No. I, Volume No.1604-2022, Pages from 440230 to 440260, being No. 160414800 for the year 2022.**
- ii) The said Land Owners/Vendors also granted a **Development Power of Attorney** on **16th December 2022** in favour of "**M/s. SINDHUJA ASSOCIATE**" a partnership firm, having its office at 1261, Survey Park, P.O. :- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 being represented by its partners **(1) SRI TAPASH KUMAR GHOSH** son of Sri Anil Chandra Ghosh, residing at 2081, Chak-Garia, P.S. Survey Park, P.O. Santoshpur, Kolkata-700 075 and **(2) SRI TOTUL KUMAR GHOSH** son of Sri Ajit Kumar Ghosh, residing at 1261, Survey Park, P.S. Survey Park, P.O. Santoshpur, Kolkata-700 075 for doing various acts and things and inter alia to sell and transfer the Flats/Units & Car Parking Spaces falling under the Developer's Allocation. **The said Development Power of Attorney was also duly registered in the office D.S.R.-IV, 24 Parganas (South) and was recorded in Book No. I, Volume No. 1604-2022, Pages from 439645 to 439665, being No. 160414841 for the year 2022.**
- A.** The said Developer after started construction the new G+II storied building on the Said Land as per the sanction building permit vide No. SWS-OBPAS/2207/2024/0273 sanctioned by the Rajpur

Sonarpur Municipality and named it as "LAKSHMI-KUNJA" and thereby offered to sell and the Second Part herein have agreed to purchase a self-contained **Flat being No. _____ on the _____ Floor, _____ facing ,** having its **carpet area _____ Sq.Ft more or less** (which is more fully and particularly written below in the "SECOND SCHEDULE" and hereinafter be individually referred to as the 'SAID FLAT' and referred to as the 'SAID PROPERTY') from the DEVELOPER'S ALLOCATION TOGETHER WITH the share in the Said Land And The Rights And Properties Appurtenant Thereto, i.e. the Undivided Impartible Proportionate share in the land underneath the New Building and also the undivided proportionate share in the Common Portions.

- B.** By an Agreement for Sale dated _____ made among the Land Owners, Developer/Confirming Party and the Purchaser, whereby and where under the parties therein agreed on the terms inter-alia (i) The Third Part/ Developer/Confirming Party would sell the Said Property along with the common areas and facilities in the said building which is morefully and more particularly described in the THIRD SCHEDULE hereunder written and hereinafter be referred to as the "SAID COMMON AREAS/SPACES" (ii) The Developer/Confirming Party would also sell and transfer the undivided proportionate share of land in the said premises to the Second Part attributable to the Said Property and the said Common Spaces and (iii) The Second Part would pay to the Third Part a total sum of **Rs. _____ (Rupees _____ only)** excluding 1% GST for the Said Property including all the common spaces and facilities in the said building.
- C.** The Purchaser has already paid an amount of **Rs. _____ (Rupees _____ Only) by different installments** in respect of the Said Property to the Third Part/Developer out of the total consideration value of **Rs. _____ (Rupees _____ only)** (as mentioned in Memo of Consideration written herein below).
- D.** The Purchaser now ready to pay the balance amounting of **Rs. _____ (Rupees _____ only)** and now call upon the Third Part i.e. the Developer/ Confirming Party herein to execute and register a proper Deed of Conveyance to complete the sell and transfer of the Said Property in favour of the Purchaser so that the Purchaser can own and possesses the Said Property forever, absolutely and freely from all encumbrances.

NOW THIS INDENTURE WITNESSETH THAT:

- I.** In consideration of the flat and in consideration of the sum of **Rs. _____ (Rupees _____ only)** paid by the Purchaser to the Third Part/ Developer, being the Price of proportionate undivided share in the Said Land, the Said Property wholly and the Common Areas, proportionately (the receipt whereof the Third Part/Developer doth hereby as

also by the receipt and memo hereunder written, admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser, the Said Share In The Land, the Said Property, the proportionate share in the Common Areas and the Rights And Properties Appurtenant Thereto, the Third Part/ Developer doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser ALL THAT the Undivided Impartible proportionate share in the land, underneath the Building, contained in the Said Land, i.e. the land measuring about 03K-07Ch-27 Sqft more or less under Mouza Tentulberia, Pargana Madanmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 221, R.S. Kh. No. 187, C.S. Dag No. 236, R.S. Dag No. 71 presently L.R. Dag No. 76, and L.R. Kh. No. 2296, Rajpur Sonarpur Municipality Holding No. 966, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104302063951, Kolkata-700094 as described in the FIRST SCHEDULE hereunder written TOGETHER WITH the Said Flat No. ___ on the ___ Floor ___ facing having its **CARPET AREA** ___ **SQ.ft** more or less in **(Block-B)** at G+II storied Building known as "LAKSHMI KUNJA" more fully described in the SECOND SCHEDULE hereto and which is delineated and demarcated in the Map annexed hereto that has been made a part of this Deed and bordered in "RED" and proportionately the Common Areas more fully described in the THIRD SCHEDULE hereto **AND TOGETHER WITH** the Rights And Properties Appurtenant Thereto, which are all hereafter as well as hereinbefore collectively called the "**SAID FLAT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**" and the reversion or reversions, remainder or remainders and the rents, issues and profits of the Said Property And The Rights And Properties Appurtenant Thereto and other rights hereby conveyed AND all the estate, right, title, interest, property, claim and demand whatsoever of the Land Owners/Vendors as well as the Developer into or upon the Said Flat And The Rights And Properties Appurtenant Thereto and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances whatsoever **TO AND UNTO** the Purchaser, free from all encumbrances, trusts, liens, lispensens and attachments whatsoever (SAVE only those as are expressly mentioned herein and/or in the Sale Agreement) **AND TOGETHER FURTHER WITH AND SUBJECT TO** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Said Land and the said G+II storied Building by the Purchaser and the Co-owners as mentioned in the **FOURTH SCHEDULE** hereto **TO HAVE AND TO HOLD** the Said Share In The Land And the Rights And Properties Appurtenant Thereto and the Said Property and the Common Areas and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof,

respectively or arising out there from, absolutely and forever **SUBJECT TO** the covenants and the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and/or elsewhere herein and/or in the Sale Agreement **AND ALSO SUBJECT TO** the Purchaser paying and discharging all taxes, impositions and other Common expenses relating to the Said Land, proportionately and the Said Property and/or the Said Share in The Land And The Rights And Properties Appurtenant Thereto, wholly, details whereof are more fully mentioned in the FIFTH SCHEDULE and the SIXTH SCHEDULE hereto ;

II. THE LAND OWNERS/VENDORS DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

- i)** That the Land Owners/Vendors are seized and possessed of and well and sufficiently entitled to the said land hereby sold, granted, conveyed, transferred and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner of condition, use, trust whatsoever. The Land Owners/Vendors have good right, full power and absolute authority to sell, grant, convey, transfer, assign and assure the land with all their estate right, title, interest, property, claim and demand whatsoever into or upon the Said Property unto the Purchaser free from all encumbrances, trusts, liens, lispensens and attachments whatsoever.
- ii)** That the Purchaser will from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Property and the rights and properties appurtenant thereto hereby conveyed and receive rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Land Owners/Vendors or any person or persons lawfully or equitably claiming through, under or in trust for them.
- iii)** That the Said Property is free and clear and clearly and absolutely exonerated and discharged from or by the Land Owners/Vendors and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all manner of former or other estate rights, titles, interests, liens, charges and encumbrances whatsoever created, made done occasioned or suffered by them or any person or persons rightfully claiming from, under or in trust for them.
- iv)** That the Land Owners/Vendors and all persons claiming any right, title or interest in the said land through, from, under or in trust for the Land Owners/Vendors and will from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser make, do, acknowledge and execute all such further acts, deeds and things for more perfectly assuring the said land hereby conveyed unto the Purchaser which may be reasonably required.

- v) That the Land Owners/Vendors will not do anything whereby the rights of the Purchaser hereunder may be prejudicially affected and will do all acts as may be necessary and impediment to ensure the rights available to the Purchaser as Purchaser and as co-owners hereunder from the other co-owners.

III. THE DEVELOPER/CONFIRMING PARTY DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

- i) That the Developer/Confirming Party has neither done any act, deed, matter and things nor has been party to any such acts, deeds, matters and things whereby or by reason whereof the Developer/Confirming Party may be prevented from assuring the Said Property and the Rights and Properties Appurtenant Thereto to the Purchaser.
- ii) That the Purchaser will from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Property And The Rights And Properties Appurtenant Thereto hereby conveyed and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Developer/ Confirming Party or any person or persons lawfully or equitably claiming through, under or in trust for the Developer.
- iii) That the Developer/Confirming Party will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make, do, acknowledge and execute or cause to be made, done, acknowledged and executed all such further acts, deeds and things for more perfectly assuring the Said Property And The Rights And Properties Appurtenant Thereto hereby conveyed unto the Purchaser which may be reasonably required.
- iv) The Developer/Confirming Party is delivering the Said Flat in complete habitable condition in usable condition by providing all amenities, fitting & fixtures in the Said Property as stipulated upon through the Sale Agreement.

IV. THE PURCHASER DO HEREBY COVENANT WITH THE DEVELOPER AS FOLLOWS:

- i) To pay and bear all costs, charges and expenses as have been agreed between the Developer and the Purchaser in respect thereof
- ii) To observe, fulfil and perform the rules, regulations and covenants hereunder written and/or under the Sale Agreement and/or otherwise SAVE those thereof as have already been observed, fulfilled and performed, including those described in the SIXTH SCHEDULE

hereto and regularly pay and discharge, all taxes impositions and all other outgoings on and in connection with the Said Flat and car parking space and the Common Areas and/or the New Building proportionately, including, the Common Expenses;

- iii)** The Purchaser will punctually continue to pay at all times and every time the amount as assessed by the Developer or the Association or Committee which may form from time to time against the Said Property within seven days of every calendar month till the Said Property is separately assessed and the proportionate share of municipal rates and taxes, maintenance and services and outgoings.
- iv)** The Purchase shall not do or cause to be done any act or deed whereby the security of the said new building or the premises or any part thereof may be jeopardized.
- v)** The Developer shall have every right to sell the Car Parking Spaces on the Ground Floor to the intending Purchaser/Purchasers at its own discretion without any objection from the Purchaser/Purchasers.
- vi)** The Purchaser shall not use the common vacant space for stacking any materials thereon.
- vii)** The Purchaser shall compulsorily become the member of the Association or Committee, if any, formed later on and also do all such acts and things necessary to make such association or committee effective for the purpose for which they are created.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- i)** THAT the Said Property in terms hereof and/or the Sale Agreement has been completed and finished and tenantable and vacant possession thereof has delivered by the Developer and received by the Purchaser;
- ii)** AND THAT the Purchase neither have nor will claim from the Vendors and/or Developer and/or the other Co-owners, any right, title or interest in any other part or portion of the Land and/or the New Building SAVE the Said Flat And The Rights And Properties Appurtenant Thereto and the benefits, rights properties hereby sold and conveyed;

THE FIRST SCHEDULE:

(The Said Land)

ALL THAT PIECE AND PARCEL of revenue paying plot of Bastu land as per Regd. Deed measuring 8¼ decimal more or less but as per site physically the said land measuring 03K-07Ch-27 Sqft more or less under Mouza Tentulberia, Pargana Madanmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 221, R.S. Kh. No. 187, C.S. Dag No. 236, R.S. Dag No. 71 presently L.R. Dag No. 76, and L.R. Kh. No. 2296, Rajpur Sonarpur Municipality Holding No. 966, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104302063951, Kolkata-700094,

The plan or map of the said land is annexed herewith and bordered with "Red Verge" which is butted and bounded as follows and will be treated with the part of this agreement.

ON THE NORTH : 3048 MM wide Road
 ON THE SOUTH : Land of Mira Rani Saha
 ON THE WEST : 3658 MM wide Road
 ON THE EAST : 3048 MM wide Road

THE SECOND SCHEDULE:

ALL THAT one self-contained residential Flat no. ___ on the ___ Floor, ___ facing having its Carpet Area ___ Sq.ft more or less consisting of 2(two) Bed Rooms, 1(one) Living-cum Dining Room, 1(one)Kitchen, 1 (one) Toilet, 1 (one) W.C. 1(one) Veranda having **vitrified tiles flooring** in the said G+II storied building known as "**LAKSHMI KUNJA**" lying and situated on the land mentioned in First Schedule hereinabove within the limits of Rajpur Sonarpur Municipality together with undivided proportionate share and interest in the said land along with the proportionate share of common areas and facilities and with all easement rights.

THE THIRD SCHEDULE: (Common Areas)

1. Staircase and landings on all floors.
2. Common passage and lobby on the ground floor excepting Car Parking area.
3. Water pump, overhead water tank, water pipes and other common plumbing installations.
4. Electrical Wiring, Security Light and Meters space.
5. Drains, Sewers, Pipes and Septic tanks.
6. Boundary walls and main gate.
7. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the New Building as are necessary for the use and occupation of the Flats/Units in common and as are specified by the Developer to the Purchaser herein expressly to be the Common Areas in the New Building including the Ultimate roof.

THE FOURTH SCHEDULE (Easements)

The Co-Owners will allow each other the following rights, easements, quasi-easements, privileges and/or appurtenances:

- i) The right of common passage, user and movement in all the Common Areas;
- ii) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables, etc., through each and every part of the New Building, including, the Said Land;
- iii) The absolute unfettered and unencumbered right over the Common Areas **SUBJECT TO** the terms and conditions herein contained;

- iv) Such rights support, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Property And The Rights And Properties Appurtenant Thereto;
- v) The right, with or without workmen and necessary materials, to enter upon the Building, including, the Said or any other Flat/Apartment for the purpose of repairing any of the Common Areas or any appurtenances to any Flat/ Apartment and/or anything comprised in any Flat/Apartment in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving reasonable time previous notice in writing to the Co-Owners affected thereby.

THE FIFTH SCHEDULE : (The Common Expenses)

1. **MAINTENANCE:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing lighting and renovating the Common Areas, including, the exterior or interior (but not inside any Flat/Unit) walls of the said G+II storied Building.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Common Areas.
3. **STAFF:** The salaries of and all other expenses on the staff to be (if ever) employed for the Common Purposes, viz. security personnel, sweepers, plumbers, electricians etc.
4. **COMMON UTILITIES:** All charges and deposits for supplies of common utilities to the Co-Owners, in common.
5. **RATES AND TAXES:** Rajpur Sonarpur Municipality Tax, BLL&LRO Khajna and other levies in respect of the Said Land mentioned in the First Schedule and the said G+II storied Buildings SAVE those separately assessed on the Purchaser.
6. **RESERVES AND MISCELLANEOUS:** All other expenses, taxes, rates and other levies as are deemed to be necessary or incidental or liable to be paid by the Co-Owners in common, including, such amount as be fixed for Creating a fund for replacement, renovation, painting and/or other periodic expenses relating to the Common Areas.

THE SIXTH SCHEDULE:

(Covenants, Rules And Regulations)

1. TITLE AND CONSTRUCTION :

The Purchaser has examined the Plans, the title of the Owners/Vendors to the Said Land, the Common Areas and the facilities, amenities, fixtures and fittings provided or as fitted in the said G+IV storied Buildings at Lakshmi Kunja within the limits of Rajpur Sonarpur

Municipality, including the Said Flat and has fully satisfied themselves with regard thereto and the nature, scope and extent of the benefits, rights and interests provided to the Purchaser and will not make any claim or demand whatsoever against the Owners/Vendors or the Developer or put any requisition concerning the nature, scope and extent thereof.

2. TRANSFER & DISMEMBERMENT :

- 2.1. The Purchaser will not, at any time, claim/ partition of the Undivided Impartible Proportionate Share and/or the Common Area.
- 2.2. SUBJECT TO the provisions contained in these presents AND SUBJECT TO the provision of law for the time being in force, the Purchaser will be entitled to the exclusive ownership, possession and enjoyment of the Said Property and the Rights and Properties Appurtenant Thereto and the same will be liable and transferable as other immovable properties.
- 2.3. The Purchaser shall be entitled to sell, transfer, assign, mortgage, dispose of let out or part with possession of the said flat according to his choice.
- 2.4. Subject to the provisions contained in this deed and subject to the provisions of law for the time being in force the purchaser shall be entitled to exclusive ownership possession and enjoyment of the flat together with all the benefits, rights and facilities as herein specifically provided and the properties hereby conveyed to the purchaser will be heritable and transferable as other immovable properties save and subject to the extent elsewhere herein contained.

3. MUTATION, TAXES AND IMPOSITIONS :

The Purchaser shall, hereafter apply for and have the Said Property mutated in his name in the records of the competent authority for the purpose of Municipal rates and taxes.

4. ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.:

The Purchaser will, at his own costs, wholly in case it relates to the Said Property or any part thereof and proportionately, in case it relates to all the Flats/Units/Car Parking Spaces in the Said Building and/or the Common Portions, make all alterations and/or additions as be required to be made and similarly pay all fees and/or penalties required to be paid to the competent authority or other statutory bodies in respect thereof and shall also take permission from the Developer/Builder or the Association, if any, formed later on prior to making such alterations/additions.

5. USER OF THE FLATS/UNITS AND THE COMMON PORTIONS :

After the date hereof, the Purchaser will, at his own costs and expenses, do the following:

- 5.1 Use the Said Property and all Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant.

5.2 THE PURCHASER WILL NOT DO THE FOLLOWING:

- i. Obstruct the Co-owners in their acts, relating to the Common Purposes.
- ii. Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Areas.
- iii. Injure, harm or damage the Common Portions or any other Flat/Apartment or in the Building.
- iv. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuses in the Common Portions SAVE at the places indicated there for.
- v. Place or cause to be placed any article or object in the Common Areas.
- vi. Use the Said Flat and car parking space or any part thereof for any purpose other than for residential purpose.
- vii. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Areas.
- viii. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats/ Apartments in the Building.
- ix. Keep any heavy articles or things, which are likely to damage the floors or operate any machine SAVE usual home appliances.

IN WITNESSES WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

By the parties hereto in presence of

The following

WITNESSES:-

1.

(OWNERS/VENDORS)

SIG. OF THE FIRST PARTY

2.

(PURCHASER)

SIG. OF THE SECOND PARTY

(DEVELOPER / CONFIRMING PARTY)
SIG. OF THE THIRD PARTY

Drafted by:

Typed by:-

Subimal Dutta,
Alipore Police Court, Kolkata-27.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the remaining balance amount which is the within mentioned sum of Rs. _____ (Rupees _____ Only) being the remaining consideration money as mentioned in Memo below:-

BANK/BRANCH/CHQ. NO./RTGS/NEFT	DATE	AMOUNT IN Rs.

Paid As Advance Payment:-

BANK/BRANCH/CHQ. NO./RTGS/NEFT	DATE	AMOUNT IN Rs.
	TOTAL	

SUB TOTAL = Rs. _____

(Rupees _____ - only)

WITNESSES:-

1.

2.

SINDHUJA ASSOCIATE

[Handwritten Signature]
Partner

**SIG. OF THE DEVELOPER/
CONFIRMING PARTY**

Typed by:- _____

Subimal Dutta,
Alipore Police Court,
Kolkata-27.