

THIS INDENTURE is made on this day of 2021 **BETWEEN ORTEM CREDIT PRIVATE LIMITED**, a company incorporated within the meaning and provisions of the Companies Act, 1956 (1 of 1956) and existing within the meaning and provisions of the Companies Act, 2013, having its registered office at Agrawal House, 2nd Floor, 2, St. Georges Gate Road, Hastings, Police Station – Hastings, Post Office – Hastings, Kolkata - 700 022 having PAN. AAACO3167F represented by its Director ASHUTOSH BAGLA [having PAN: ASDPB0617M and Aadhar No.: 8290 5630 7576, son of Bharat Kumar Bagla, residing at 7B Onkar Tower, 36A Garcha 1st Lane, Police Station - Gariahat, Post Office - Ballygunge, Kolkata - 700 019 authorized vide Board Resolution dated 15th Feb 2021 hereinafter referred to as **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, liquidators, administrators and assigns) of the **FIRST PART**.

AND

[If the Purchaser is a company]

_____ (CIN No. _____), a company within the meaning and provisions of the Companies Act 2013, having PAN. _____ and having its registered office at _____ P.S. _____, P.O. _____, represented by its authorized signatory (having PAN. _____ and Aadhaar No. _____) duly authorized vide Board Resolution dated _____, hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **OTHER PART**.

[If the Purchaser is a partnership]

_____ a partnership firm within the meaning of the Indian Partnership Act, 1932 having its principal place of business at _____ P.S. _____, P.O. _____, (PAN _____), represented by its partner _____, (having PAN. _____ and Aadhaar No. _____) hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **OTHER PART**.

[If the Purchaser is an Individual]

_____ (PAN _____ and Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ P.S. _____, P.O. _____; hereinafter called the "**Purchaser**" (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

[If the Purchaser is a HUF]

_____ HUF (PAN. _____)
 represented though its karta _____ (PAN. _____ and Aadhar
 No. _____) son of _____ aged about ____ years for self
 and as the Karta of the Hindu Joint Family known as _____ HUF, having its place
 of business / residence at _____ P.S. _____,
 P.O. _____, hereinafter referred to as the "**Purchaser**" (which expression
 shall unless repugnant to the context or meaning thereof be deemed to mean the members
 or member for the time being of the said HUF, and their respective heirs, executors,
 administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A. By a Bengali Bikray Kobala dated 20th January, 2003 one Smt. Renuka Roy sold, transferred, conveyed, granted, assigned, assured to unto and in favour of Sri Nirbhik Roy Choudhury, All That piece and parcel of land measuring 3 (three) Cottahs 5 (five) Chittacks being Dag No. 107 and 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No. 5, Page No. 1802-1814, being Deed No. 00444 for the year 2003.
- B. Accordingly, the said Nirbhik Roy Choudhury became the owner of All That piece and parcel of land measuring 3 (three) Cottahs 5 (five) Chittacks being Dag No. 107

and 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South).

- C. By a Bengali Bikray Kobala dated 23rd September, 2003, one Smt. Dipti Kundu and Kalpana Kundu sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of Meera Baidya All That piece and parcel of land measuring 2 (two) Cottahs (together with the structures standing thereon) being Dag No. 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S.No. 235 under P.S. Sonarpur within District 24 Parganas (South). The said Kobala was registered with the office of the District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No. 31, Page No. 2117-2132, being Deed No. 05166 for the year 2004.
- D. Accordingly, the said Meera Baidya became the owner of All That piece and parcel of land measuring 2 (two) Cottahs (together with the structures standing thereon) being Dag No. 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S.No. 235 under P.S. Sonarpur within District 24 Parganas (South).
- E. By a Bengali Bikray Kobala dated 13th December, 2004, one Suresh Chandra Sarkar therein referred to as Kobala Data, sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of Joydeb Baidya All That piece and parcel land measuring 2 (two) Cottahs 12 (twelve) Chittacks being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J. L. No. 43, R.S. No. 235, under P.S. Sonarpur, within District 24 Parganas (South). The said Bengali Bikray Kobala was registered with District Sub Registrar II, Alipore and recorded in Book No. 1, Volume No. 21 Page No 2627 -264 being Deed No. 3517 for the year 2005.
- F. By another Bengali Bikray Kobala dated 13th December, 2004, the said Suresh Chandra Sarkar therein referred to as Kobala Data sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Joydeb Baidya All That piece and parcel of land measuring 2 (two) Cottahs 5 (five) Chittacks 15

(fifteen) Sq. Ft. being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza-Dhelua, J.L. No. 43, R.S. No. 235, under P.S. Sonarpur, within District 24 Parganas (South). The said Bengali Bikray Kobala was registered with District Sub Registrar IV, Alipore and recorded in the Book No. 1, Volume No. 9 Page No. 2376-2392, being Deed No. 01519 for the year 2005.

- G. By another Bengali Bikray Kobala dated 29th April, 2005, Gouranga Kundu, Sambhu Nath Kundu, Sankar Kundu, Kartick Chandra Kundu, Rabindra Kundu, Subal Kundu, Shila Paul and Neela Paul sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Joydeb Baidya All That piece and parcel of land measuring 4 (four) Cottahs 12 (twelve) Chittacks being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235, under P.S. Sonarpur, within District 24 Parganas (South). The said Bengali Bikray Kobala was registered with Additional District Sub-Registrar IV, Book No. 1, Volume No. 160, Pages No. 87-98, being Deed No. 8282 for the year 2005.
- H. In the aforementioned circumstances, the said Joydeb Baidya became the owner of All That piece and parcel of land measuring 9 (nine) Cottahs 13 (thirteen) Chittacks 15 Sq. Ft. being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235, under P.S. Sonarpur, within District 24 Parganas (South).
- I. By a Bengali Bikray Kobala dated 6th January, 2006 the said Joydeb Baidya sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of Jamuna Sarkar and Pronati Bhattacharya All That piece and parcel of land measuring 2 (two) Cottahs 12 (twelve) Chittacks. The said Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No 28 Page No 2994-3021 being Deed No. 03394 for the year 2006.

- J. By another Bengali Bikray Kobala dated 6th January, 2006, the said Joydeb Baidya sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Jamuna Sarkar and Pronati Bhattacharya All That piece and parcel of land measuring 2 (two) Cottahs 5 (five) Chittacks 15 (fifteen) Sq. Ft.. The said Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No 28 Page no 2972-2993 being Deed No.03393 for the year 2006.
- K. By another Bengali Bikray Kobala dated 6th January, 2006 the said Meera Baidya sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Jamuna Sarkar and Pronati Bhattacharya All That all that piece and parcel of land measuring 2 (two) Cottahs (together with the structures standing thereon) being Dag No. 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S. Sonarpur within District 24 Parganas (South). The said Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No 29 Page No 1-43 being Deed No.03395 for the year 2006.
- L. By a subsequent Bengali Bikray Kobala dated 13th January, 2006, the said Joydeb Baidya sold, transferred, conveyed, granted, assigned and/or assured to unto and in favour of the said Jamuna Sarkar and Pronati Bhattacharya All That piece and parcel of land measuring 4 (four) Cottahs 12 (twelve) Chittacks. The said Kobala was registered with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, Volume No 29 being Deed No. 03408 for the year 2006.
- M. By a subsequent Bengali Bikray Kobala dated 13th March, 2006 the said Nirbhik Roy Choudhury sold, transferred, conveyed, granted, assigned, assured to unto and in favour of the said Jamuna Sarkar and Pronati Bhattacharya All That piece and parcel of land measuring 3 (three) Cottahs 5 (five) Chittacks being Dag No. 107 and 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Kobala was registered

with the office of District Sub Registrar IV, Alipore and recorded in Book No. 1, being Deed No. 03628 for the year 2006.

- N. In the aforementioned circumstances, the said Jamuna Sarkar and Pronati Bhattacharya became the joint owners of All That piece and parcel of land measuring 15 (fifteen) Cottahs 2 (two) Chittacks and 15 Sq. Ft. comprised in the Dag Nos., Khatian No. above mentioned.
- O. By an Indenture dated 23rd December, 2009, the said Jamuna Sarkar and Pronati Bhattacharya sold, transferred, conveyed, granted, assigned, assured to unto and in favour of the Vendor herein All That piece and parcel of land measuring 4 (four) Cottahs 5 (five) Chittacks and 15 (fifteen) Sq. Ft together with brick built dilapidated structure measuring 110 Sq. Ft being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Indenture was registered with the office of A.R.A.-I, Kolkata and recorded in Book No. 1, Vol No. 32 and Pages No. 2642-2656 being Deed No. 13905 for the year 2009.
- P. By another Indenture dated 23rd December, 2009 the said Jamuna Sarkar and Pronati Bhattacharya sold, transferred, conveyed, granted, assigned, assured to unto and in favour of the Vendor herein All That piece and parcel of land measuring 3 (three) Cottahs 2 (two) Chittacks and 30 (thirty) Sq. Ft together with brick built dilapidated structure measuring 138 Sq. Ft being Dag No. 107 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Indenture was registered with the office of A.R.A.-I, Kolkata and recorded in Book No. 1, Vol No. 32 and Pages No. 2673-2688 being Deed No. 13907 for the year 2009.
- Q. By another Indenture dated 23rd December, 2009 the said Jamuna Sarkar and Pronati Bhattacharya sold, transferred, conveyed, granted, assigned, assured to unto and in

favour of the Vendor herein All That piece and parcel of land measuring 4 (four) Cottahs 5 (five) Chittacks and 15 (fifteen) Sq. Ft together with brick built dilapidated structure measuring 110 Sq Ft being Dag No. 107 and 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Indenture was registered with the office of A.R.A.-I, Kolkata and recorded in Book No. 1, Vol No. 32 and Pages No. 2657-2672 being Deed No. 13906 for the year 2009.

- R. By another Indenture dated 23rd December, 2009 the said Jamuna Sarkar and Pronati Bhattacharya sold, transferred, conveyed, granted, assigned, to unto and in favour of the Vendor herein All That piece and parcel of land measuring 3 (three) Cottahs 5 (five) Chittacks together with brick built dilapidated structure measuring 110 Sq. Ft being Dag Nos. 108 comprised in R.S. Khatian No. 188 of Mouza- Dhelua, J.L. No. 43, R.S. No. 235 under P.S Sonarpur within District 24 Parganas (South). The said Indenture was registered with the office of A.R.A.-I, Kolkata and recorded in Book No. 1, Vol No. 32 and Pages No. 2689-2703 being Deed No. 13908 for the year 2009.
- S. Thus, in the aforesaid circumstances, Ortem Credit Private Limited (i.e., Vendor herein) became the owner of All That piece and parcel of land admeasuring 15 (fifteen) Cottahs 2 (two) Chittacks and 15 (fifteen) Sq. Ft. comprised in the LR Dag No. 111 & 112, Khatian No. 3521 above mentioned.
- T. The Vendor has, as per the directions of the Rajpur Sonarpur Municipality, gifted 2 (two) feet wide land for widening of the present 14 (fourteen) feet wide road abutting the Project Land to 16 (sixteen) feet.
- U. Similarly, the Vendor has also gifted the splay portion in Holding No. 1646 i.e., Block A (as per the rules of the Rajpur Sonarpur Municipality applicable to a corner property) in favour of the Rajpur Sonarpur Municipality

- V. Out of the land parcel referred to in Recital S above and after taking into account the gifts mentioned in Recitals T and U above, a portion of the land is being used as the Project Land.
- W. The Vendor is thus *inter alia* entitled to **ALL THAT** the piece and parcel of land measuring 7 (seven) Cottahs 21 (twenty one) Sq. Ft. (equivalent to 470.27 Sq. mt.) comprised in LR Dag No. 111 and RS Dag No. 107 in Mouza Dhelua (hereinafter referred to as the “**Project Land**” and more fully and particularly described in the **PART A** of the **FIRST SCHEDULE** hereunder written).
- X. The said Project Land comprises of:
- (1) All That piece and parcel of land measuring 4 (four) Cottahs 3 (three) Chittacks and 9 (nine) Sq. Ft (equivalent to 280.945Sq. mt.) (“**Block A**”) (more fully and particularly described in the **PART B of the FIRST SCHEDULE** hereunder written); and
 - (2) All That piece and parcel of land measuring 2 (two) Cottahs 13 (thirteen) Chittacks and 12 (twelve) Sq. Ft (equivalent to 189.323 Sq. mt.) (“**Block B**”) (more fully and particularly described in the **PART C of the FIRST SCHEDULE** hereunder written).
- Y. The Vendor therefore has the right to enjoy, commercially exploit and occupy as absolute owner of *inter alia* the Project Land and has got its name mutated in the records of the Rajpur-Sonarpur Municipality for the Project Land as per the following details:
- (1) With respect to Block A, vide mutation certificate bearing number 13982 dated 4th May, 2012 and pursuant to such mutation, Block A was numbered as holding

number 1646 in Ward No. 2, Mouza-Dhalua having Assessee Number 1104302070796; and

- (2) With respect to Block B, vide mutation certificate bearing number 13979 dated 4th May 2012 and pursuant to such mutation, Block B was numbered as holding number 1445 in Ward No. 2, Mouza-Dhalua having Assessee Number 1104302070597.

- Z. The Vendor has also got its name recorded as owner of the Project Land in the records of the Block Land and Land Reforms Officer (“**BLRO**”) pursuant to which Khatian No. 3521 for LR 111 was allotted to the Vendor.
- AA. Vide Memo No. 21 (Conv)/2257/1(3)/SDL-BRP/17 dated 27th November 2017 issued by the Sub - Divisional Land & Land Reforms Officer (SDLLRO) Baruipur, the land use in respect of the said Project Land was converted from ‘Shali’ to ‘Bahutal Abasan’ (Residential / Commercial).
- BB. The Vendor has submitted the requisite plans to the Rajpur Sonarpur Municipality for the purpose of sanction of the Project and pursuant thereto, has gifted to the Rajpur Sonarpur Municipality, splay portion and other portions for road widening.
- CC. The Project Land has been earmarked for the plotted development of a commercial and residential project and to be known as “**SAMYRA PARK**”.
- DD. The Vendor has caused to have Building Plan being sanctioned by Rajpur-Sonarpur Municipality for construction of two buildings consisting of ground plus three floors (one each on Block A and Block B, respectively) at the Project Land (hereinafter referred to as the “**Project**”) being Building Sanction Plan No 1491/CB/02/11 dated 14th November, 2014 and renewed on 14th November, 2017 for holding No.1646 being

Block "A" and 1491/CB/02/51 dated 14th November, 2014 renewed on 14th November, 2017 for holding No. 1445 being Block 'B'.

- EE. The Vendor has obtained the final layout plan, Sanctioned Plan (as may be amended and supplemented from time to time at the instance of the Developer in accordance with Applicable Law), specifications and approvals for the Project and also for the apartments / shops to be constructed thereat from Rajpur-Sonarapur Municipality.
- FF. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (as amended and supplemented from time to time) ("Act") with the Real Estate Regulatory Authority at Kolkata and subsequent to such registration, the Project has been registered under registration no.

OR

The Promoter shall register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (as amended and supplemented from time to time) ("Act") with the Real Estate Regulatory Authority at Kolkata as and when the registration process is made available to promoters/developers in West Bengal. Once registered, the registration number and other details may be made available to the Purchaser upon request.

- GG. By an Agreement for Sale dated _____, the Purchaser had agreed to purchase and the Vendor had agreed to sell to the Purchaser, **ALL THAT** a commercial unit in the Project and pursuant to the same has been allotted shop no. _____ having carpet area (as per the Act) of _____ Sq. Mt. (equivalent to ____ square feet), on ____ floor of the Block A together with right to use vehicle parking space bearing no. _____ in the covered / uncovered area of the ground floor of the said Building and together with pro rata undivided impartible indivisible share in the Common Areas of the said Building and further together with proportionate

undivided share in the land underneath the said Block A attributable to the said unit (the said unit No. ____ hereinafter referred to as the “Unit” and more fully and particularly described in the **SECOND SCHEDULE** hereunder written) as per specifications as mentioned in the Agreement for Sale on ownership basis free of all encumbrances, charges, liens, lispendens, attachment, trusts, whatsoever or howsoever at and for the consideration and subject to the terms and conditions contained in the said Agreement of Sale.

NOW THIS INDENTURE WITNESSES AND THE PARTIES AGREES AS FOLLOWS:-

1. That in consideration of the Agreement for Sale and further in consideration of sum of Rs. _____/- (Rupees _____ only), paid by the Purchaser to the Vendor, the receipt whereof the Vendor doth hereby admits and acknowledges as well as by signing in the Memo of Consideration hereunder written, the Vendor doth hereby convey, grant, assign and/or assure on to the Purchasers **ALL THAT** the Unit being **ALL THAT** the commercial Unit No. “__” on the on the Ground Floor of the Block A at 1646 Dhalua Border Road, Kolkata 700152, having carpet area (as per the Act) of _____ Sq. Mt. (equivalent to ____ square feet), on Ground floor in Block A of the Building together with right to use vehicle parking space bearing no. _____ in the covered / uncovered area of the ground floor¹ and together with pro rata undivided impartible indivisible share in the Common Areas of the relevant Building only (more fully and particularly described in the **THIRD SCHEDULE** hereunder written) and further together with together with proportionate undivided share in the land beneath Block A **SUBJECT TO** payment of proportionate common expenses for maintenance of common space (more fully and particularly described in the **FOURTH SCHEDULE** hereunder written) **TOGETHER WITH** all appurtenances rights easements reversion or reversions remainder or remainders and rents and issues and profits of the said Unit and all asset right title and interest claim and demand whatsoever of the Vendor

This portion should be retained for those shop owners who will purchase parking.

and the **VENDOR** unto out of or upon the said Unit upon the Vendor releasing all its right title and interest in the said Unit and **TOGETHER WITH** their every right title AND reversion or reversions remainder or remainders and the rent issue and profits of the said Unit AND all the estate right title interest property claim and demand whatsoever of the Vendor into out of the said Unit **TOGETHER WITH** their rights liberties and appurtenances whatsoever to and unto Purchasers AND **TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use enjoyment of the said proportionate undivided share **TO HAVE AND TO HOLD** the said Unit hereby being sold conveyed and transferred unto and to the Purchaser absolutely and forever free from all encumbrances trusts liens *lispendens* attachments whatsoever **SUBJECT NEVERTHELESS** to the Purchaser's covenants and observance, fulfillment and performance of all the restrictions terms conditions covenants and obligations hereunder contained and those contained in the Agreement for Sale.

2. AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

- (a) THAT notwithstanding anything any act deed matter or thing whatsoever or however heretofore done committed or knowingly suffered by the Vendor to the contrary, the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit and the said Unit, hereby sold, granted, transferred, conveyed, assured and assigned as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
- (b) THAT the Vendor has good right, full power and absolute authority to sell, grant, transfer and convey the said Unit and every part or portion thereof unto and to the use of the Purchasers herein in the manner as aforesaid and according to the true intent and meaning of these presents.

- (c) THAT it shall be lawful for the Purchasers at all times hereafter to peaceably equitably enter into and upon and hold occupy and enjoy the said Unit and to receive the rents, issues and profits thereof without any lawful eviction interruption hindrance disturbance claims or demands whatsoever or however from or by the Vendor or any person or persons having or lawfully or equitably claiming any estate right title or interest whatsoever or howsoever into or upon the said unit and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified from against all charges and encumbrances whatsoever or howsoever done made executed or occasioned by the Vendor and such rights of the Purchasers shall be restricted only to the extent of the said Unit.
- (d) THAT the Vendor and all persons having or lawfully or equitably any estate right, title and interest whatsoever and howsoever into or upon the said Unit from, through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and the cost of the Purchasers do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other lawful acts, deeds, matters, things and assurances whatsoever for the further better and more perfectly assuring the said Unit fully described in the SECOND SCHEDULE below hereby sold, granted, transferred, conveyed assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.
- (e) The Vendor shall not do anything or make any grant or term whereby and where under the rights of the Purchasers hereunder may be prejudicially affected and shall do all such acts deeds matters and things as may be necessary and/or require to ensure the right available to the Purchasers as herein contained.

3. THE PURCHASERS DO HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:-

- (i) Not to interfere in any manner whatsoever in any connection with the construction, sale and/or usage of the Building, Project or any part/parts thereof by the Vendor and/or its agents or co-owners or co-occupiers as the case may be.
- (ii) To pay the proportionate share of municipal rates and taxes levied by any statutory authorities for Common Purposes as mentioned in **FIFTH SCHEDULE** and to pay all charges for electric, gas, telephone water and sewerage and other facilities on and from the date on which the Vendor makes over peaceful vacant possession of the said Unit to the Purchasers.
- (iii) Not to do any act, matter, deed or thing whereby the Vendor is prejudicially affected or the construction of the Building or any other portion of the Project is in any manner obstructed.
- (iv) Not to carry on any illegal or immoral activities in the said Unit.
- (v) Not to decorate or paint otherwise so as to alter the exterior of the said Unit save in accordance with the general scheme thereof as specified by the Vendor/ Association.
- (vi) Not to claim any partition or sub-division of the Project Land or Common Areas nor divide/ dismember the said Unit.
- (vii) Not to make civil changes inside or outside the Unit.
- (viii) To maintain the said Unit in good and habitable condition and if so required make all necessary repairs for proper enjoyment of the area by other Co-Owners in the said Building.

- (ix) Maintain the façade of the Building.
- (x) Install Grill only as per approved design.
- (xi) The Purchasers agree that they shall install window / split air conditioner at designated space(s) provided in the said Unit and in case they wish to make any changes to such spaces, they shall do so only with prior written approval from the Vendor and/or the Association.
- (xii) To keep the said Unit in good or tenantable repair or condition.
- (xiii) To permit the Vendor and/or the Association and their agents with or without workmen at all reasonable time to enter upon the said Unit and to examine the state and condition thereof and in case of delay in repair etc. by giving notice to the Purchasers to repair and maintain the same.
- (xiv) The Vendor shall have the exclusive rights for further or future development by construction of further flats or by construction of additional floors subject to and permission / approval being granted by Rajpur Sonarpur Municipality and/ or its successors. In such circumstances the Purchasers agree that the proportionate undivided share in the land beneath the Building and/or in the Common Areas shall be allowed to be varied and/or reduced and subject to the Vendor/Developer/Purchaser of the additional area making payment to the Purchasers herein in the ratio of their proportionate share, the Purchasers do hereby covenant and agree to the same.
- (xv) It being agreed and understood that in case of any disputes regarding usage of construction material and/or proper construction, decision of the Architect shall be final and binding upon all the parties. The Purchasers have examined the right, title

and interest of the Vendor and have satisfied themselves in respect at the rights, title, and interest of the Vendor. The Purchasers have also examined the building sanctioned plan and the construction made in the said Building.

- (xvi) Not to interfere in any manner whatsoever in respect of sale and/or right of usage of any other portion or portions of the said Building by the Vendor and/or any other person as authorized by the Vendor.
- (xvii) It is being expressly agreed and understood that the vehicle parking space so allotted to the respective Co-owner shall become integral part of the Co-owner's respective unit/flat and shall not be sold separately or used for any other purposes save and except for parking of vehicles.
- (xviii) The Purchasers shall not obstruct the residential or commercial owners to park their vehicles in their respective parking areas. Not to throw any rubbish or store any combustible articles in the Common Areas mentioned in the **THIRD SCHEDULE** or paths and keep the shop's front clean and neither store any goods nor keep any furniture.
- (xix) Not to store any goods or any other materials in staircase or any Common Areas or common portions of the Building or the Project.
- (xx) Not to store any inflammable or explosives in the said Unit or in the shop room.
- (xxi) To assist the Vendor or the Society/Association to comply with all statutory provisions.
- (xxii) To comply with all the terms and conditions contained in the Agreement for Sale executed between the Purchasers and the Vendor.

4. **AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

- a) It is agreed and understood between the parties that the roof of the Building shall be common for all residential units only along with Common Areas of the Building as specified in the THIRD SCHEDULE hereunder written and shall be used for Common Purposes as specified in the FIFTH SCHEDULE hereunder written. It is further agreed between the parties that the Purchasers shall pay to the Vendor / Society/Association for maintenance of the Common Areas charges specified in FOURTH SCHEDULE in proportionate to the Saleable Area enjoyed by the respective parties from the date of handing over of the possession of the Unit or until the completion of the Building or handing over to the Association, whichever is earlier.
- b) It is further agreed between the parties that the Vendor shall be entitled to deal with all other areas in the Building and the Project save and except the said Unit sold to the Purchasers herein at their absolute discretion and the Purchasers and/or their nominees, agents shall not create any obstructions and/or hindrances in respect of the same.
- c) That as a matter of necessity the Purchasers shall and will own and enjoy the said Unit in common and consistent with the rights and interests of the Co-owners and all other persons lawfully entitled to the other portions of the Project and shall and will use all sewers drains water courses etc. now or hereafter to be erected and installed in the Project or any part thereof in common with the said co-owners and other persons and permit freely to run and pass water and soil through and also the same or any part thereof the share with the said persons the costs of repairing and maintaining such sewers drains and water courses etc. of the said Unit and use the same as aforesaid and in accordance with the rules regulations bye-laws and terms of the Association and neither the Vendor nor any person or persons claiming through

under or in trust for them shall have any claim or claims on or against the said Unit and/or Purchasers.

- d) The Purchasers agree and covenant to abide by the rules and regulations and/or byelaws framed by the Vendor or as be made applicable from time to time by the said Association for the Common Purpose for quiet and peaceful enjoyment of the Project so long the same are not inconsistent with the provisions herein contained.
- e) In the event of the Purchasers failing or neglecting or refusing to make payment or deposit of the maintenance charges or any other amount payable by the Purchasers under these presents (whether in full or in part) then the Vendor / Association shall be entitled to withhold all utilities and facilities to the Purchasers and their family members and agents and/or the said Unit including electricity, water, lift and other services until the Purchasers continues or remains in default, without prejudice to the Association's rights to demand and realize the amount in respect whereof the default has been committed together with interest thereon @ **18% per annum** compounded quarterly or such rate of interest to be decided from time to time.
- f) The Purchasers agree not to claim any rights whatsoever or howsoever in respect of the other portions of the Building or the Project except the said Unit together with its rights of usage of Common Areas and the Purchasers hereby agree not to claim right over the land except the proportionate rights to undivided indivisible share in the land beneath the Building attributable to the said Unit. The Purchasers further agree not to do any act deed or thing or raise any objection whereby the Vendor is prevented from selling assigning or disposing off in any manner any other unit/portion of the Building or the Project. All the residuary rights shall always remain with the Vendor.
- g) Its being expressly understood that the Purchasers along with all other Co-owners shall be required to maintain and insure the Building to safeguard the rights of all the

other co-purchasers. It is also understood that Purchasers shall not put up and/or deface the exterior of the Unit and/or the Building by changing the colour scheme or by putting up any poster, play-cards, display signs and/or any other equipment and/or thing whereby the elevation of the Building and/or the Common Areas of the Building are spoilt nor shall be entitled to open and/or close any window, door other than what have been provided herein or alter the design of grills or size or designs of the main door, windows or install any apparatus other than a window air conditioner protruding through the exterior wall of the Unit or break, alter construct or in any manner damage columns, beams and/or load bearing walls of the Building and/or any other equipment of the Building which is meant for common use of all the Purchasers. The Purchasers shall not permit any change to any plumbing scheme or electrical wiring without the consent in writing from the Vendor/Society and further agrees not to shift wall of bathroom, toilet, and kitchen positions.

- h) The Purchasers shall further ensure that none of his representative, agents, servants shall be entitled to do in any act whereby rights of any of the Co-owners of the other units are in any way hampered and shall always keep the Vendor or co-purchaser indemnified for all such acts, things and/or deeds.
- i) The Purchasers shall not sub divide the Unit and/or sell any subdivided portion thereof or the vehicle parking space independent of the Unit. The Purchasers shall not do or permit anything illegal, immoral, noisy to be done disturbing the environment and causing nuisance or annoyance to other co-Purchasers or residents of adjacent Building/s or putting the co-purchaser in difficulty by their act of omission. The Purchasers shall not misuse and enjoy the Common Areas only to the extent required for ingress and egress and for the purpose they are meant for.
- j) It is agreed between the parties and the Schedules hereunder written are integral part of these present.

FIRST SCHEDULE ABOVE REFERRED TO

PART A

(DESCRIPTION OF THE PROJECT LAND)

ALL THAT demarcated piece and parcel of Vastu land measuring 7 (seven) Cottahs 21 (twenty one) Sq. Ft. (equivalent to 470.27 Sq. mt.) be the same little more or less out of the total land situated at LR Dag No 111 and RS Dag No. 107 in L.R. Khatian No 3521 and R.S. Khatian Nos. 188, of Mouza- Dhelua, J.L. No. 43, R.S. No. 235, now under the Rajpur Sonarpur Municipality, Ward No. 2 within jurisdiction of the sub Registrar of Sonarpur, under P.S. Narendrapur [Earlier Sonarpur], P.O. Dhelua, District 24 Parganas (South) more fully shown in the plan annexed hereto at Annexure A and bordered **Green**, butted and bounded as follows:

On the **North** : By 20' wide Dhalua Border Road

On the **South** : By Part of L R Dag No 111

On the **West** : By 16' Common Passage

On the **East** : By RS Dag No 107.

PART B

(DESCRIPTION OF BLOCK A)

ALL THAT demarcated piece and parcel of Vastu land measuring 4 (four) Cottahs 3 (three) Chittacks and 9 (nine) Sq. Ft (equivalent to 280.945 Sq. mt.) be the same little more or less out of the total land situated at LR Dag No 111 and RS Dag No. 107 in L.R. Khatian No 3521 and R.S. Khatian Nos. 188 , of Mouza- Dhelua, J.L. No. 43, R.S. No. 235, now under the Rajpur Sonarpur Municipality, Ward No. 2, having Holding No. 1646 at 1646/1445 Dhalua Border Road, Kolkata 700152, within jurisdiction of the sub Registrar of Sonarpur, under P.S. Narendrapur [Earlier Sonarpur], P.O. Dhalua, District 24 Parganas (South) more fully

shown in the plan annexed hereto at Annexure A and bordered **Red**, butted and bounded as follows:

- On the **North** : By 20' wide Dhalua Border Road
- On the **South** : By Part of L R Dag No 111 / Holding no 1445
- On the **West** : By 16' Common Passage
- On the **East** : By RS Dag No 107

OR HOWSOEVER OTHERWISE the same may be butted and bounded, known number, called described and / or distinguished.

PART B
(DESCRIPTION OF BLOCK B)

ALL THAT demarcated piece and parcel of Vastu land measuring 2 (two) Cottahs 13 (thirteen) Chittacks and 12 (twelve) Sq. Ft (equivalent to 189.323 Sq. mt.) be the same little more or less out of the total land situated at LR Dag No 111 and RS Dag No. 107 in L.R. Khatian No 3521 and R.S. Khatian Nos. 188 , of Mouza- Dhalua, J.L. No. 43, R.S. No. 235, now under the Rajpur Sonarpur Municipality, Ward No. 2, having Holding No. 1445 at 1646/1445 Dhalua Border Road, Kolkata 700152, within jurisdiction of the Sub Registrar of Sonarpur, under P.S. Narendrapur [Earlier Sonarpur], P.O. Dhalua within jurisdiction of the sub Registrar of Sonarpur, under P.S. Narendrapur [Earlier Sonarpur] District 24 Parganas (South) more fully shown in the plan annexed hereto at Annexure A and bordered **Blue**, butted and bounded as follows:

- On the **North** : By LR No 111/ Holding no 1646
- On the **South** : By Part of RS Dag No 107, LR No 111
- On the **West** : By 16' Common Passage

On the East : By RS Dag No 107

OR HOWSOEVER OTHERWISE the same may be butted and bounded, known number, called described and / or distinguished.

SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE UNIT)

ALL THAT the commercial Unit No. [•] having carpet area as per the Act of [•] square feet, more or less, Super Built-Up/ Saleable Area of [•] sq ft more or less on the Ground floor of the Block A having holding no 1646 **TOGETHER WITH** the proportionate undivided indivisible share in the land underneath the Building **TOGETHER WITH** the proportionate undivided indivisible share in the land underneath the Building [**TOGETHER WITH** the right to use vehicle parking spaces on the covered/open portion of the ground floor bearing Nos. _____, _____ and _____ **AND**]² **TOGETHER WITH** the right to use the Common Areas of the Building as and when they are constructed and made ready and fit for use to be used with all other unit owners of the apartments/ shops [subject to payment of municipal rates and taxes and common maintenance expenses] in the Project named 'SAMYRA PARK' at 1646/1445 Dhalua Border Road, (Dhulua Main Road) Kolkata 700152 within the jurisdiction of the Rajpur Sonarpur Municipality, under P.S. Narendrapur, [Earlier Sonarpur], P.O. Dhalua.

Annexure A

Annexure A (in Green) - Plan of Project Land.

Annexure A (in Red)- Plan showing property line of Block A.

Annexure A (in Blue)-Plan showing property line of Block B.

Annexure B

Annexure B - Plan of the Designated Unit showing the carpet area in red and the open patio area appurtenant to the said commercial area (available exclusively to the Purchaser) marked in blue

Annexure C

Annexure C - Plan of ground floor with Common Driveway and parking areas in the Project and marking the location, identification number parking space being reserved for the Allottee delineated in Red

THIRD SCHEDULE ABOVE REFERRED TO (FLAT) :

(Common Areas)

Common Areas available for access by the Allottee only for purposes of maintaining the water ,drainage & sewer facilities ,electrical facilities and/or for such other maintenance purposes necessary for the use and enjoyment of the Designated Unit, the passage leading to the exclusive toilet and water point and the patio appurtenant to the Designated Unit meant for the exclusive enjoyment and use by the Allottee:

1. Common passages and the driveways outside the Building on the ground floor excepting Parking Spaces specifically allotted to the respective Unit Owners
2. Boundary walls including its MS grills wherever installed and main and vehicle park gates.

3. The piling, foundations, columns, beams, supports and slabs of the Building.
4. All left open pathway between Parking Spaces, spaces below staircases, Caretaker/security room/s together with service toilets for watch and ward staff on the ground floor of the building
5. The Central Driveway between Block A and Block B except those reserved for exclusive car parking allotted by the Promoter [and the vehicle parking space being allotted to the Allottee hereunder].³
6. The entrance lobby and staircase of Block 'A' to access the terrace of Block A for the purpose of maintenance of the water supply to the exclusive toilet built for the allottees of the commercial shops on the ground floor.
7. Tube well, its pump and allied installations.
8. Underground / semi underground reservoir and overhead Water Tanks, Water pipes and other common installation and spaces required therefore including duct areas for housing the pipes
9. CESC Electric Meter Area with lockable MS grill, electrical wiring, meters, electrical installations in common areas in the building and the premises.
10. Drainage and sewers required for the Designated Unit in common with the residential owners.
11. All other such common areas, parts, equipment, installations, fixtures fittings and spaces in or about the said Building as are necessary for passage to usual user and occupancy of the unit in common and as are specified by the Promoter expressly to be the common parts after construction of the Building.

Common Area exclusively available to the Allottee jointly with other commercial unit owners subject to allowing it for maintenance purpose as may be required by the Promoter/ Maintenance Agency/ Association:

³ This portion should be retained for those shop owners who will purchase parking. Clause 6 will be retained in all commercial agreements.

1. The passage on the eastern side of Block A leading to the exclusive toilet & water point meant for the exclusive enjoyment and use by the commercial unit owners and the patio area appurtenant to the commercial units.

FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

Expenses referred below or of similar nature (whenever incurred by the Promoter, the Maintenance Agency and/or the Association or the person/s and/or agents appointed by them) for the Common Purposes shall be borne by the Purchaser. The Purchaser shall pay such maintenance charges and expenses in respect of the Designated Unit as CAM Charges (defined above) on and from the date of taking possession of the Designated Unit or registration of the Deed of Conveyance, whichever is earlier. The invoice for the said CAM Charges may be raised either monthly and/or any other period as may be decided by the Promoter / Maintenance Agency / Association and the same shall be liable to applicable GST.

1. All costs of maintenance, operating, replacing, painting, rebuilding, reconstructing, decorating, redecorating and lighting, the Common Areas and also the outer walls, whether on a regular or periodical or annual or emergency basis in particular the roof, drains, and water pipes for all purposes, electric installations, cables and wires in under and upon the said Building and enjoyed and used by the Unit Owners in common or serving more than one unit and parking spaces.
2. All costs of maintenance, operating, replacing, rebuilding, reconstructing, decorating, redecorating related to equipments utilities currently installed or to be installed in future by the Association such as lifts, water pumps, greenery ,tube well,

and other equipments, furniture etc.as installed in the Common Areas of the Building or that are used for the common purpose of the unit owners.

3. The salaries or any other type of disbursements of all persons whether in regular or part time or contractual employment.
4. Insurance premium (as applicable).
5. Waste collection and disposal costs.
6. All charges and deposits for supplies of common utilities.
7. Municipal taxes and other outgoings save those separately assessed on the respective units.
8. Cost and overhead charges of establishments for maintenance of the building and for watch and ward staff.
9. Service and overhead charges of the agencies appointed.
10. Payment to qualified professionals such as Chartered Accountant engaged for the purpose of auditing the accounts and statutory filings, architects, chartered engineers and such other professionals for construction and amenities related purposes.
11. All litigation expenses for protecting the title of the Project Land and the Building.
12. All expenses incurred for maintaining the office, general administration and complying the statutory requirements.

13. All such expenses that may be required for providing any additional facility by any authority.
14. All other expenses and outgoings as are deemed to be necessary incidental for the regulating *inter se* rights of the Unit Owners and so far as the same are not the liability of or attributable to any individual Unit Owner.
15. Any Sinking Fund / Reserved Fund if so created be kept in a separate account and any interest or income of the said fund (the balance thereof) shall be made over to and held by the Association in trust for the units / Purchasers and shall only be applied as stated in accordance with unanimous or majority decision of the members of the Association.

FIFTH SCHEDULE ABOVE REFERRED TO

(Common Purpose)

Purposes of managing and maintaining the Project, the Building(s) and in particular the Common Areas, rendition of services in common to the other purchasers of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the other purchasers of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas in common

IN WITNESSTH WHEREOF the parties hereunder have set their and subscribed their respective hands on the date and month year first above written.

SIGNED SEALED AND DELIVERED

By the **VENDOR** at Kolkata

In the presence of:

SIGNED SEALED AND DELIVERED

By the **PURCHASERS** at Kolkata

In the presence of:

MEMO OF CONSIDERATION

Received a sum of Rs. _____ /- (Rupees _____ only)
from the Purchasers as per details hereunder:

CHEQUES/ UTR/ Demand Draft	DATE	NAME OF BANK	Consideration Amount	CGST	SGST	Total AMOUNT
		Total				

=====
DATED THIS DAY OF 2021
=====

BETWEEN

ORTEM CREDIT PVT.LTD.

AND

.....

CONVEYANCE

I. C. SANCHETI & CO.

SOLICITORS & ADVOCATES,
12, OLD POST OFFICE STREET,
2ND FLOOR,
KOLKATA - 700 001