

THIS INDENTURE is made on this day of 2023 **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 1st July 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 **ONE 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 Aadhaar 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 Kobala dated 21st Chaitra 1391 equivalent to 4th April, 1985 executed by Pallav Kumar Deb, Chandan Kumar Deb, Anjan Kumar Deb and Bula Deb therein referred to as Kobala Datas and Ashok Kumar Das therein referred to as Kobala Grahita, the said Kobala Datas for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or assured unto the Kobala Grahita all that piece and parcel of land being Plot No.17 in R.S.Plot No.365 measuring an area of 3 (three) Cottahs 15 (fifteen) Chittacks and 30 (thirty) Sq. Ft more or less for the consideration contained in the said Kobala. The said Kobala was registered with District Sub Registrar at Alipore and recorded in Book No. I, Volume No.78, Pages 35 to 45 being Deed No.4577 of 1985.
- B. Ashok Kumar Das duly applied for mutation of his name in respect of the above property and was allotted KMC Assessee No. 311090601512.
- C. Vide Development Agreement dated 6th April, 2013 made between the said Ashok Kumar Das and one Kunal Guha, Ashok Kumar Das appointed Kunal Guha as the developer of the said property on the terms and conditions contained in the said Development Agreement. The said Development Agreement was registered with Additional Registrar of Assurance I, Kolkata and recorded in Book No. I, CD Volume No.7, Pages 3950 to 3982 being Deed No.03414 for the year 2013.
- D. Simultaneously with the execution of the said Development Agreement, Ashok Kumar Das also executed a Power of Attorney dated 6th April, 2013 in favour of Kunal Guha giving granting necessary powers to the said Kunal Guha pursuant to the said Development Agreement. The said Power of Attorney was registered with Additional Registrar of Assurance III, Kolkata and recorded in Book No. IV, CD Volume No.4, Pages 3944 to 3955 being No.02350 for the year 2013.

- E. In terms of the said Development Agreement, Kunal Guha applied for and obtained sanctioned building plan from Kolkata Municipal Corporation being sanction plan no. 2012120435 dated 12th October, 2012 for the construction of ground plus 3 (three) storied building.
- F. In terms of the Development Agreement and the sanctioned building plan, Kunal Guha had started construction of ground plus 3 (three) storied building. However, Kunal Guha was unable to complete the construction of the said building and therefore, at the request of the proposed purchasers of the units at the building, namely, Rameswar Guha, Deep Dasgupta and Mousumi Guha, the said Kunal Guha agreed to sell and transfer the flats in favour of such purchasers on an *as is where is* basis.
- G. By an Indenture dated 31st July, 2018 executed by Ashok Kumar Das in favour of one Rameswar Guha, Ashok Kumar Das for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or assured unto the said Rameswar Guha, with the confirmation of Kunal Guha, all that the Flat containing an area of 798 Sq. Ft. on the first floor on the western side of the proposed multi storied building along with one covered car parking space at the Project together with proportionate share or interest in the said property. The said Indenture was registered with District Sub Registrar V, South 24 Parganas at Alipore and recorded in Book No. I, Volume No.1630-2018, Pages 67087 to 67117 being no. 163001983 for the year 2018.
- H. By another Indenture dated 31st July, 2018 executed by Ashok Kumar Das in favour of one Rameswar Guha, Ashok Kumar Das sold, transferred, conveyed, granted, assigned and/or assured unto the said Rameswar Guha with the confirmation of Kunal Guha, all that the Flat containing an area of 1439 Sq. Ft. being the second floor of the multi storied building along with one covered car parking space at the Project together with proportionate share or interest in the said

property. The said Indenture was registered with District Sub Registrar V, 24 Parganas (South) at Alipore and recorded in Book No. I, Volume No.1630-2018, Pages 67118 to 67148 being no.163001984 for the year 2018.

- I. By another Indenture dated 24th August, 2018 executed by Ashok Kumar Das in favour of one Deep Dasgupta, Ashok Kumar Das sold, transferred, conveyed, granted, assigned and/or assured unto the said Deep Dasgupta with the confirmation of Kunal Guha, all that the Flat containing an area of 641 Sq. Ft. on the first floor of the eastern side of the proposed multi storied building along with one covered car parking space at the Project together with proportionate share or interest in the Project land. The said Indenture was registered with District Sub Registrar V, South 24 Parganas at Alipore and recorded in Book No. I, Volume No.1630-2018, Pages 74707 to 74736 being no.163002217 for the year 2018.
- J. By another Indenture dated 24th August, 2018 executed by Ashok Kumar Das in favour of one Deep Dasgupta, Ashok Kumar Das for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or assured unto the said Deep Dasgupta with the confirmation of Kunal Guha, all that the Flat containing an area of 1439 Sq. Ft. being the third floor of the multi storied building along with one covered car parking space at the Project together with proportionate share or interest in the said property. The said Indenture was registered with District Sub Registrar V, South 24 Parganas at Alipore and recorded in Book No. I, Volume No. 1630 - 2018, Pages 74737 to 74766 being No.163002218 for the year 2018.
- K. By another Indenture dated 12th April, 2021 executed by Ashok Kumar Das in favour of one Mousumi Guha, Ashok Kumar Das for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or assured unto the said Deep Dasgupta with the confirmation of Kunal Guha, all that one shop room on the ground floor measuring an area of 303 Sq. Ft. on the North Western Side

of the multi storied building under construction along with one covered car parking space at the Project together with proportionate share or interest in the said property. The said Indenture was registered with District Sub Registrar V, South 24 Parganas at Alipore and recorded in Book No. I, Volume No.1630-2021, Pages 75333 to 75363 being No.163002014 for the year 2021.

- L. Since the said ground plus 3 (three) storied building could not be completed and therefore the occupancy certificate could not be obtained by the said Kunal Guha, Ashok Kumar Das, Rameswar Guha, Deep Dasgupta, Mousumi Ghosh and Kunal Guha approached the Vendor herein to sell, transfer, convey, grant, assign and/or assure unto the Vendor herein **ALL THAT** the piece and parcel of land measuring an area of 3 (Three) Katha 15 (Fifteen) Chittacks 30 (thirty) Sq. Ft equivalent to 266.164 Sq Mt. comprised in JL No. 20, R.S. No. 2, Touzi No. 3 to 5 and 12 RS Dag No 365 under RS Khatian No 169 in Mouza, Kalikapur since renumbered as municipal premises No. 151, Kalikapur in Ward No. 109 of the Kolkata Municipal Corporation together with ground plus three storied building under construction standing thereon Police Station – Kasba at present Purba Jadavpur, Street No – 17, Kolkata – 700 099 at a total consideration of Rs. 1,90,00,000/- (Rupees One Crore Ninety Lakhs only) free from all encumbrances, liens and lispens of any nature whatsoever with the condition that Kunal Guha shall handover peaceful vacant possession of the Said Premises together with entirety of the construction made thereon in terms of Development Agreement dated 6th April, 2013.
- M. Vide Deed of Conveyance dated 2nd November, 2022 made between the Vendor herein therein referred to as the purchaser, Ashok Kumar Das, Rameswar Guha, Deep Dasgupta and Mousumi Ghosh therein collectively referred to as the vendors and Kunal Guha therein referred to as the confirming party, the vendors therein, with the confirmation of the confirming party therein, sold, transferred and conveyed the property referred to in Recital L above in favour of the

purchaser therein i.e., the Vendor herein, for the consideration and on the terms and conditions contained in the said Deed of Conveyance. It was specifically recorded in the said Deed of Conveyance that the vendors therein were conveying the entirety of their right, title and interest in the Project Land in favour of the purchaser therein i.e., the Vendor herein and that the confirming party therein had agreed to an assignment of all its rights under the Development Agreement dated 6th April, 2013 in favour of the purchaser therein i.e., the Vendor herein.

- N. Upon physical measurement, it transpired that the actual physical area of the property conveyed under the Deed of Conveyance dated 2nd November, 2022 is 3 (Three) Cottahs 13 (Thirteen) Chittacks and 34.66 (Thirty Four point Six Six) Sq. Ft. which was duly provided as such in the Boundary Declaration dated 31st May, 2023 being Deed No. 6569 for the year 2023 executed by the Vendor herein.
- O. Upon application by the Vendor, the sanctioned building plan No. 2012120435 dated 12th October, 2012 for the construction of ground plus 3 (three) storied building (valid till 11.10.2022) was revalidated till 11.10.2027.
- P. The Said Premises has been mutated in the name of Vendor in the records of Kolkata Municipal Corporation vide number 0073125 dated 22.08.2023.
- Q. In the aforesaid circumstances, the Vendor herein became entitled to **ALL THAT** 3 (Three) Katha 15 (Fifteen) Chittacks 30 (thirty) Sq. Ft equivalent to 266.164 Sq Mt. [upon physical measurement 3 (Three) Cottahs 13 (Thirteen) Chittacks and 34.66 (Thirty Four point Six Six) Sq. Ft.] comprised in JL No. 20, R.S. No. 2, Touzi No. 3 to 5 and 12 RS Dag No 365 under RS Khatian No 169 in Mouza, Kalikapur since renumbered as municipal premises No. 151, Kalikapur in Ward No. 109 of the Kolkata Municipal Corporation together with ground plus three storied building under construction standing thereon Police Station – Kasba at present Purba Jadavpur, Street No – 17, Kolkata – 700 099 (hereinafter referred to as the

“Said Premises” and more fully and particularly described in the **FIRST SCHEDULE** hereunder written).

- R. The Said Premises has been used by the Vendor for the development of a commercial and residential project and to be known as “**SAMYRA FLORA**” consisting of ground plus three storied building (hereinafter referred to as the “**Project**”).
- S. By an agreement for sale dated _____ (“**Agreement for Sale**”), the Purchaser agreed to purchase and the Vendor agreed to sell to the Purchaser, **ALL THAT** the residential apartment no. _____ having Two / Three Bedroom having carpet area of _____ Sq. Mt. (equivalent to ____ square feet), covered balcony area of _____ Sq. Mt. (equivalent to ____ square feet), on ____ floor of the Building together with right to use vehicle parking space containing an area of _____ Sq. Mt. (equivalent to _____ Sq. Ft.) bearing no. _____ in the covered / uncovered area of the ground floor of the Project together with pro rata undivided impartible indivisible share in the common areas of the Project and further together with proportionate undivided share in the Said Premises attributable to the said [apartment/unit] (the said unit No. ____ together with all the appurtenances thereto is hereinafter referred to as the “**Unit**” and more fully and particularly described in the **SECOND SCHEDULE** hereunder written) 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 subject to the terms of the Agreement for Sale and 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 residential apartment no. _____ having Two / Three Bedroom having carpet area of _____ Sq. Mt. (equivalent to ____ square feet), covered balcony area of _____ Sq. Mt. (equivalent to ____ square feet), on ____ floor of the building together with right to use vehicle parking space containing an area of _____ Sq. Mt. (equivalent to _____ Sq. Ft.) bearing no. _____ in the covered / uncovered area of the ground floor of the Project known as **SAMYRA FLORA** and together with pro rata undivided impartible indivisible share in the Common Areas of the Project (more fully and particularly described in the **THIRD SCHEDULE** hereunder written) and further together with together with proportionate undivided share in the Said Premises attributable to the said apartment **SUBJECT TO** payment of proportionate common expenses for maintenance of Common Areas of the Project (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 **TOGETHER WITH** all the estate right title interest property claim and demand whatsoever of the Vendor into out of the said Unit **TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use enjoyment of the said Unit **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 compliance 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 PURCHASER 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 is free from all encumbrances.
- (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 Purchaser in the manner as aforesaid and according to the true intent and meaning of these presents.
- (c) THAT it shall be lawful for the Purchaser 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.
- (d) THAT the Vendor will from time to time and at all times hereafter at the request and the cost of the Purchaser 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 hereby sold, granted, transferred, conveyed assigned and assured and every part thereof unto and to the use of the Purchaser 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 Purchaser 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 Purchaser as herein contained.

3. **THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:-**

- (a) Not to interfere in any manner whatsoever in any connection with the construction, sale and/or usage of the Project or any part/parts thereof by the Vendor and/or its agents or co-owners or co-occupiers as the case may be.
- (b) To pay the proportionate share of municipal rates and taxes levied by any statutory authorities in relation to the Unit and those for Common Purposes as mentioned in **FOURTH SCHEDULE** and to pay all charges for electric, gas, telephone, lift, 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 Purchaser.
- (c) Not to do any act, matter, deed or thing whereby the Vendor is prejudicially affected or the construction of the Project or any other portion thereof is in any manner obstructed.
- (d) Not to carry on any illegal or immoral activities in the said Unit.
- (e) 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.
- (f) Not to claim any partition or sub-division of the Project Land or Common Areas nor divide/ dismember the said Unit.
- (g) Not to make civil changes inside or outside the Unit.

- (h) 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 Project.
- (i) Maintain the façade of the building.
- (j) Install Grill only as per approved design.
- (k) The Purchaser agrees that it 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.
- (l) To keep the said Unit in good or tenantable repair or condition.
- (m) 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 Purchaser to repair and maintain the same.
- (n) 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 the appropriate authorities. In such circumstances the Purchaser agrees that the proportionate undivided share in the Said Premises and/or in the Common Areas shall be allowed to be varied and/or reduced.
- (o) It being agreed and understood that in case of any disputes regarding usage of construction material and/or proper construction, decision of the Project Architect shall be final and binding upon all the parties. The Purchaser have examined the right, title and interest of the Vendor and have satisfied themselves in respect of the rights,

title, and interest of the Vendor to the Said Premises and the Purchaser shall be estopped from making any claims in respect thereof. The Purchaser has also examined the building sanctioned plan and the construction made in the said Project and confirms that it has no objection to the same.

- (p) Not to interfere in any manner whatsoever in respect of sale and/or right of usage of any other portion or portions of the Project by the Vendor and/or any other person as authorized by the Vendor.
- (q) It is being expressly agreed and understood that the vehicle parking space so allotted to the Purchaser shall be an integral part of the Unit and shall not be sold separately or used for any other purposes save and except for parking of vehicles.
- (r) The Purchaser shall not obstruct the residential or commercial owners to park their vehicles in their respective parking areas.
- (s) Not to store any goods or any other materials in staircase or any Common Areas of the Project.
- (t) Not to throw any rubbish or store any combustible articles in the Common Areas of the Project.
- (u) Not to store any inflammable or explosives in the said Unit
- (v) To assist the Vendor or the Society/Association to comply with all statutory provisions.
- (w) To comply with all the terms and conditions contained in the Agreement for Sale executed between the Purchasers and the Vendor. The Purchaser agrees that by

execution of this Deed, the Agreement for Sale is not superseded and the Purchaser shall be continue to be bound the provisions of the Agreement for Sale.

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

- (a) It is further agreed between the parties that the Vendor shall be entitled to deal with all other areas in the Project save and except the said Unit sold to the Purchaser herein at its absolute discretion and the Purchaser and/or their nominees, agents shall not create any obstructions and/or hindrances in respect of the same.
- (b) That as a matter of necessity the Purchaser 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.
- (c) The Purchaser agrees and covenants 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 purposes.
- (d) In the event of the Purchaser failing or neglecting or refusing to make payment or deposit of the maintenance charges or any other amount payable by the Purchaser under these presents (whether in full or in part) then the Vendor / Association shall be

entitled to withhold all utilities and facilities to the Purchaser and their family members and agents and/or the said Unit including electricity, water, lift and other services until the Purchaser 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.

- (e) The Purchaser agrees not to claim any rights whatsoever or howsoever in respect of the other portions of the Project except the said Unit together with its rights of usage of Common Areas and the Purchaser hereby agrees not to claim right over the Said Premises except the proportionate rights to undivided indivisible share in the Said Premises attributable to the said Unit. The Purchaser further agrees 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 Project. All the residuary rights shall always remain with the Vendor.
- (f) It is agreed between the parties and the Schedules hereunder written are integral part of these present.

FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PREMISES)

ALL THAT 3 (Three) Katha 15 (Fifteen) Chittacks 30 (thirty) Sq. Ft equivalent to 266.164 Sq Mt. [upon physical measurement 3 (Three) Cottahs 13 (Thirteen) Chittacks and 34.66 (Thirty Four point Six Six) Sq. Ft.] comprised in JL No. 20, R.S. No. 2, Touzi No. 3 to 5 and 12 RS Dag No 365 under RS Khatian No 169 in Mouza, Kalikapur since renumbered as municipal premises No. 151, Kalikapur in Ward No. 109 of the Kolkata Municipal Corporation together with ground plus three storied building under construction standing thereon Police

Station – Kasba at present Purba Jadavpur, Street No – 17, Kolkata – 700 099
which is butted and bounded as follows :-

On The **North**: By Premises No.389, Purbalok

On The **East**: By Premises No.399, Purbalok

On The **South**: By 16 feet wide road

On The **West**: By 20 feet wide road

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

The Said Premises has been shown in the plan annexed hereto as **Annexure A** and delineated in green.

SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE UNIT)

ALL THAT the residential Unit No. [•] having carpet area as per the Act of [•] square feet, more or less, and exclusive Covered Balcony Area having a carpet area of Sq. Mt. (equivalent to square ft) [•] sq ft, more or less and being the Super Built-Up/ Saleable Area of [•] sq ft more or less on the [•] floor of the _____ side of the Building consisting of a (living and dining /kitchen), two/three Bed rooms, one/two Toilet/s, and one WC area **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 having a carpet area ofSq. Ft. bearing Nos. _____ of the said building **TOGETHER WITH** the right to use storage area on the ground floor/roof containing an area ofSq. Ft. **AND 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 Project in the Project named

‘SAMYRA FLORA’ at Premises No 151, Kalikapur, P.S. Kasba at present Purva Jadavpur, Street No-17, Kolkata – 700 099.

The layout of the Unit with the carpet area and Covered Balcony/Verandah is delineated in Red in the floor plan annexed hereto as **Annexure B**, and the said vehicle parking spaces and the exclusive service area are delineated in Red in the plan annexed hereto as **Annexure A** (being the ground floor plan of the Project).

THIRD SCHEDULE ABOVE REFERRED TO (FLAT) :

(COMMON AREAS)

1. Common passages and the driveways outside the building on the ground floor excepting Parking Spaces, exclusive service area and patio areas specifically and also right to use service areas and roof floor allotted to the respective unit owners.
2. Boundary walls including its MS grills and gates wherever installed.
3. The, foundations, columns, beams, supports and slabs of the building.
4. All left open pathway between Parking Spaces, spaces below staircases, together with service toilets for watch and ward staff on the ground floor of the building.
5. The staircase and its landings on all the floors from ground floor up to the top floor roof including MS collapsible gates, doors and windows wherever installed.
6. Lift / Lift well and lift lobbies on all floors and lift Machine Room and LMR stairs at the top floor and all its electrical fittings and fixtures.
7. Common passages leading to units on all the three residential and roof floors.

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 including light fittings in staircases and all other common areas in the building and the premises.
10. Drainage and sewers from each Unit/floor inside the ducts to the ground floor main to septic tank and master trap.
11. The final roof and /or terrace for the use and enjoyment of the Allottee in common with other unit owners in the Project along with all its equipment, installation, fixture and fittings.
12. All other such common areas, parts, equipment, installations, fixtures fittings and spaces in or about the said Project as are necessary for passage to usual user and occupancy of the unit in common and as are specified by the Vendor expressly to be the common parts after construction of the Project except areas specifically reserved right for use to any of the unit holders.
13. The passage leading to the exclusive toilet and water point meant for the exclusive use of the commercial unit owners only for general maintenance purpose, (such as water / drainage / electricity / security etc), of the Common Areas, if necessary (in accordance with Clauses 2 (x) and (xi) of the Agreement for Sale).

FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

Expenses referred below or of similar nature (whenever incurred by the Vendor 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 Unit as Common Areas maintenance charges on and from the date of taking possession of the Unit or registration of the Deed of Conveyance, whichever is earlier. The invoice for the said Common Areas maintenance charges may be raised either monthly and/or any other period as may be decided by the Vendor / 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 Project 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 equipment utilities currently installed or to be installed in future by the Association such as lifts, water pumps, greenery, other equipment and furniture etc.as installed and in the Common Areas of the Project 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 if any.
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 Said Premises.
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 / Allottees and shall only be applied as stated in accordance with unanimous or majority decision of the members of the Association.

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 **PURCHASER** at Kolkata

In the presence of:

MEMO OF CONSIDERATION

RECEIVED of and from within named Purchaser the within mentioned consideration sum of **Rs...../-** (Rupees) on various dates through various cheques and individual receipts having been provided to the Purchaser by the Vendor as per details given below.

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

