



**BY AND BETWEEN**

**(1) Mrs. Sarla Tantia, (PAN ABQPT4265M) (Aadhaar No 8012 6788 5833)**, wife of Mr. Iswari Prasad Tantia, by faith - Hindu, by occupation business **(2) Mrs. Anita Tantia, (PAN ABSPT8048G) (Aadhaar No 5845 6524 5099)**, wife of Mr. Rahul Tantia, by faith - Hindu, by occupation business **(3) Mrs. Laxmi Tantia, (PAN AFCPR0271H) (Aadhaar No 6221 0983 2188)**, wife of Mr. Siddhartha Tantia, by faith - Hindu, by occupation business and **(4) Mr. Harshvardhan Tantia, (PAN ADDPT4176G) (Aadhaar No 2609 0539 6828)**, son of Mr. Iswari Prasad Tantia, by faith -Hindu, by occupation business, all residing at 96, Narkeldanga Main Road, P.S. Phoolbagan, P.O. Phoolbagan, Kolkata – 700054, hereinafter, collectively, referred to as the **“OWNER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

**AND**

**Tamopaha Bulcon LLP, (PAN AAPFT7257F) (LLPIN: AAO 8036)** a limited liability partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 1, Lu Shun Sarani, 9<sup>th</sup> Floor, P.O. C.R. Avenue, P.S. Hare Street, Kolkata - 700073, represented by its Designated Partner/Authorised Signatory, **Mr/ Mrs.** \_\_\_\_\_ son/daughter of Mr. \_\_\_\_\_, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, working for gain at 1, Lu Shun Sarani, 9<sup>th</sup> Floor, P.O. C.R. Avenue, P.S. Hare Street, Kolkata – 700073, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **SECOND PART**. The Designated Partners have passed a Board resolution dated \_\_\_\_\_, the copy of which is attached as **Annexure A**, and they are duly authorized for signing of this conveyance deed.

**AND**

**[If the Purchaser is a company]**

\_\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act,

[1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (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).

[OR]

**[If the Purchaser is a partnership]**

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide 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).

[OR]

**[If the Purchaser is an Individual]**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

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).

[OR]

**[If the Purchaser is a HUF]**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about for self and as the Karta of the Hindu Joint Mitakshara Family knows as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

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 **THIRD PART**.

*(Please insert details of other Purchaser(s) in case of more than one Purchaser)*

(The expression "Owner" and the "Developer" are, collectively, referred to as the "**Promoters**" and the expression "Owner", "Developer" and "Purchaser" are, hereinafter, collectively, referred to as the "**Parties**" and individually as a "**Party**").

**WHEREAS:**

- A. The Owner is the absolute and lawful owner of the property as more fully described in the **FIRST SCHEDULE** hereunder written (the "**SAID LAND**") as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- B. The Owner wanted to have constructed on the Said Land, a residential building/complex comprising a multistoried building having apartments/flats and other areas together with common areas required for beneficial use and enjoyment of the proposed building complex.
- C. The Owner for the purpose of having the Said Land developed as stated above entered into an agreement with the Developer dated the 9<sup>th</sup> day of June 2022, registered in the office of Additional Registrar of Assurances I Kolkata, West Bengal, in Book No. I, Volume No. 1901 – 2022, Pages 274158 to 274225, Being No. 190105220 for the year 2022, (the "**SAID AGREEMENT**") and in lieu of the consideration recorded therein, granted in favour of the Developer herein, *inter alia*, the sole and exclusive right to develop

and deal with the Said Land amongst several other rights, powers and authorities granted thereunder.

- D. The Owner and each of them and the Developer thereafter entered into a supplementary development agreement dated the 11th day of December 2022, registered in the office of Additional Registrar of Assurances II Kolkata, West Bengal, in Book No. I, Volume No. 1902-2023, Pages 636976 to 637004, Being No. 190217859 for the year 2023 (“**Supplementary Development Agreement**”) and recorded certain further terms and conditions therein in furtherance to the said Development Agreement.
- E. In terms of the Said Agreement and the said Supplementary Development Agreement the Owner and each of them have granted a power of attorney dated the \_\_\_\_ day of \_\_\_\_\_, 2024, registered in the office of Additional Registrar of Assurances I Kolkata, West Bengal, in Book No. I, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_, (the “**POA**”) to the Developer to enable the Developer to do various work for development of the Said Land.
- F. A building plan was thus caused to be got sanctioned by the Developer from the Kolkata Municipal Corporation Municipality being building permit bearing No. 2023030075 dated 24th day of January, 2024 (the “**SAID PLAN**”) The Said Plan provided for construction of a residential project comprising of one multistoried apartment building including car parking spaces and other areas and also common areas and the said project has been christened to be known as “**VISAAYA**” (“**COMPLEX**”).
- G. The Developer, in due course, caused the said Complex to be registered with the authority constituted under the relevant provisions of the Real Estate (Regulation and Development) Act 2016 as made applicable in the state of West Bengal (the “**ACT**”) read with the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- H. By an agreement for sale dated \_\_\_\_\_ (the “**SALE AGREEMENT**”), which was registered in the office of \_\_\_\_\_, in book no.

\_\_\_\_, volume no \_\_\_\_\_ pages \_\_\_\_\_ to \_\_\_\_\_ being no \_\_\_\_\_ for the year \_\_\_\_\_, the Developer and the Owner agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** the residential apartment including store room along with toilet inside the said store room (the "**FLAT**") **with** the permission to park medium sized light motor vehicles/cars (as a facility and/or benefit attached with the Flat without charging any consideration) to be earmarked and/or identified and/or designated by the Promoter in due course as permissible under the applicable law(s) to be considered and/or always to be considered as 'limited common area' with the meaning of the West Bengal Apartment Ownership Act 1972 (collectively "**PARKING SPACES**") together with pro rata share (the "**SAID SHARE**") in the common areas as defined under clause (n) of section 2 of the Act (collectively the "**COMMON AREAS**") as also the right to use (along with other occupants and maintenance staff etc. of the Complex) the Common Areas (the "**RIGHTS**") all of which were morefully defined in the relevant schedule to the Sale Agreement and are also more particularly described in **Part I, Part II, Part III, Part IV** and **Part V** respectively of the **THIRD SCHEDULE** hereunder written (collectively the "**SAID APARTMENT**").

- I. The Developer has since completed the construction of the Complex including the Flat and the Parking Spaces as also the Common Areas (which includes the Said Share). The Developer has also since obtained the completion certificate of the Complex from the competent authorities being no. \_\_\_\_\_ dated \_\_\_\_\_.
- J. The Purchaser has since paid the entire consideration of the Said Apartment to the Developer and the Promoters have put the Purchaser in possession of the Flat including store room along with toilet inside the said store room as also of the Parking Spaces and the Promoters have now called upon the Purchaser herein to complete the transfer/conveyance of the Said Apartment which the Purchaser has agreed to complete by these presents.
- K. The Purchaser has made himself fully satisfied about the right, title and/or entitlement of the Owner to the Said Land, the Said Plan,

the construction made by the Developer, all background papers, the right of the Promoters to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.

- L. The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein. In particular, the Purchaser has understood and has accepted the under mentioned scheme of the development of the Complex.
  - a. **Development of Complex:-** The Developer is developing the Complex on the Said Land in terms of the Said Plan.
  - b. **Extent Of Rights:-** The rights of the Purchaser is limited to the ownership of the Flat including store room along with toilet inside the said store room, Permission to park vehicle in the Parking Spaces, the Said Share in the Common Areas and the Rights to use such Common Areas along with rights appurtenant and/or attributable thereto. The Purchaser agrees and accepts that the Purchaser has been made aware of the fact that the Common Areas of the Complex shall, in due course of time, be transferred to the association of the allottees/purchasers of flats/units/constructed spaces of the Complex (the “**ASSOCIATION**”) as per the prevailing laws. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim of ownership, contrary thereto.
  - c. **Common Areas (comprised within the Complex) subject to change:** The Common Areas which are comprised within the Complex shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer for better use and enjoyment of the Common Areas without, however, affecting the rights of the Purchaser prejudicially and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas.
    - a. **User Rights in Common Areas:-** Notwithstanding the Said Share of the Purchaser in the Common Areas and/or the transfer of the

Common Areas to the Association under the prevailing law(s) the Purchaser shall have the right to use the Common Areas comprised within the Complex to the extent required for beneficial use and enjoyment of the said Flat including store room along with toilet inside the said store room and/or the Parking Spaces and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim of ownership contrary thereto.

M. In pursuance of the aforesaid and by these presents the Said Apartment is being conveyed and/or transferred by the Promoters to the Purchaser.

**1. NOW THIS INDENTURE WITNESSETH THAT:**

In the premises aforesaid and in pursuance of the Sale Agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only paid by the Purchaser to the Developer at or before the execution hereof (the receipt whereof the Owner and the Developer do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the consideration to the Owner to the extent apportioned towards their proportionate share in the Said Land attributable to the Said Apartment and of and from the payment of the same and every part thereof the Promoter, being the Owner and the Developer and each of them do hereby forever release discharge and acquit the Purchaser and the Said Apartment and its appurtenances) the Owner and the Developer and each of them doth hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Flat including store room along with toilet inside the said store room, the permission (without consideration) to use the Parking Spaces, the Said Share, the Common Areas and the Rights as per details given in **PART - I, PART - II, PART III, PART IV** and **Part V** respectively, of the **THIRD SCHEDULE** hereunder (herein before as also hereinafter, collectively, the "**SAID APARTMENT**") **TO HAVE AND TO HOLD** the Said Apartment unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Apartment or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or



reversions, remainder or remainders, and the rents, issues, and profits of the Said Apartment **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoters into or upon the Said Apartment **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Apartment wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the Said Share, being the undivided proportionate indivisible share of the Purchaser in the Common Areas and the Rights being the right of user and enjoyment of the Common Areas thereof shall always be deemed to have been conveyed to the Purchaser by the Promoters with the said Flat including store room along with toilet inside the said store room and/or the permission to park cars in the Parking Spaces even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

## **2. PURCHASER'S COVENANTS:**

The Purchaser doth hereby, agree, accept and covenant with the Promoters that the Purchaser:

1. **Inspection of Plan/Fixtures/Fittings:** has, inter alia, inspected and verified all the documents as also the Said Plan of the Complex and/or the said Flat and the Parking Space and is satisfied in respect thereof and/or the construction of the Complex and the condition and description of all fixtures and fittings installed and/or provided therein and also to the nature, scope and extent of benefit or interest of the Purchaser in the Complex and/or in the Common Areas.
2. **User:** shall use the said Flat including store room along with toilet inside the said store room for residential purposes and for no other purpose whatsoever. The service areas located within the Complex, shall be always deemed to have been earmarked for purposes such as the parking spaces and services including but not limited to electric meter room, underground water tanks,, maintenance and service rooms, fetc. and other permitted uses as per the Said Plan and/or the revised plans as mentioned herein

and that the Purchaser shall not be permitted to use the service areas in any other manner whatsoever, other than those so earmarked for specified purposes, and all such spaces shall be reserved for use by the Promoters and/or the Association, as the case maybe, for rendering maintenance services and/or use for specified purposes;

3. **Use of Common Areas:** shall, along with other purchasers/occupants of other apartments/units in the Complex be entitled to use and enjoy only such of the Common Areas which would be earmarked and/or designated for common use by the Promoters and/or as so permitted under the Act.
4. **Payment of Rates and Taxes:** pay (on and from the “Deemed Date of Possession” of the said Flat and the Parking Spaces as mentioned in the Notice of Possession , i.e. the date as may be so decided by the Developer and notified as such to all the allottees/purchasers including the Purchaser herein) all Property taxes, charges, levies and impositions payable as owner or the occupier of the said Flat and the Parking Spaces as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer. The Purchaser hereby undertakes to cooperate with the Promoters to facilitate the assessment of the said Flat as a separate unit. However till such assessment is made the Purchaser covenants to reimburse to the Developer and/or the Association, as the case maybe, the Purchaser’s proportionate tax paid by the Developer and/or the Association, as the case maybe, from the “Deemed Date of Possession”. In this regard, the Purchaser specifically agrees to be under obligation to pay to the Developer or the Association, as the case may be, within 15 (fifteen) days of demand by the Developer or the Association, as the case maybe, the Purchaser’s share of security deposit and/or the security deposit exclusively payable by the Purchaser for the said Flat, as the case may be, as may be so demanded by the concerned authority for electricity connection to the said Flat in the the building in which the said Flat is situated;
5. **Colour Scheme/Modifications:** shall not change/modify or alter the external façade (on all sides) of the said Flat and/or will not

cause to be changed and/or modified (along with other occupants of the Building in which the said Flat is situated) the external façade of the Building on all sides in any manner whatsoever and/or not to change/modify or alter the colour scheme of all areas/ surfaces of the said Flat which are part of the exterior elevation and/or part of the exterior colour scheme of the Complex.

6. **Good Order and Condition:** shall keep the interiors of the said Flat and the amenities and conveniences therein in good order and condition, normal wear and tear excepted and shall not do or caused to be done anything in or to the building, or the said Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the said Flat and shall keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Complex is not in any way damaged or jeopardized;
7. **Necessary Repairs and Maintenance:** shall carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the said Flat between reasonable hours on working days without causing any annoyance, nuisance and/or disturbance to the other co-buyers and/or co-occupiers of the Complex;
8. **Observance of Laws:** shall observe all laws, rules and/or regulations and further ensure that under no circumstances, the Promoters are held responsible or liable for any liability, whatsoever, for the same. The Purchaser shall abide by and observe at all times the regulations framed by the Developer and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex and shall also abide by the Applicable Laws;
9. **Intimation About Tenant:** shall inform the Developer or the Association, as the case may be, about the particulars including

address, email-id and telephone number of the tenants/transferee etc. if the Purchaser lets out or sells the said Flat;

10. **Air Conditioning / Outdoor AC Unit / Split Air Conditioner:** shall put up the VRV AC unit in the designated space provided by the Developer and shall use only the route earmarked, if any, to take refrigerant piping etc., which the Purchaser shall have to strictly follow while installing AC units. The Purchaser shall not install any window air-conditioning units anywhere in the said Flat.
11. **Cooperation with other co-buyers or co-occupiers:** shall cooperate with the other co-buyers and co-occupiers of the Complex, the Promoters and/or the Association, as the case maybe, in the management and maintenance of the said Flat and the Complex and shall abide by the directions and decisions of the Promoters and/or the Association, as the case maybe, as may be made from time to time in the best interest and peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex;
12. **Damages/contribution for common installations:** shall pay to the Developer or the Association, as the case maybe, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Complex, that has been caused by the negligence and/or wilful act of the Purchaser and/or any occupier of the said Flat and/or family members, guests or servants of the Purchaser or such other occupiers of the apartment/flats;
13. **Signing of Documents:** shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoters and other co-buyers and/or co-occupiers of the Complex
14. **Drawing of Electrical Wires and Cables:** shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the other co-buyers and/or co-occupiers of the

Complex. The main electric meter shall be installed only at the common meter space in the Complex. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Complex, the Said Land and outside walls of the building save and except in the manner indicated by the Developer or the Association, as the case maybe;

15. **Neon signs, hoardings etc.:** shall not object to the Developer or the Association, as the case maybe, putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas.
16. **Domestic Help(s)/Driver(s)/Pet(s):** shall remain fully responsible for any domestic help(s) or driver(s), maid(s) etc. employed by the Purchaser and any pets kept by the Purchaser; The Purchaser shall ensure that the domestic help(s)/service provider(s) visiting the said Flat and/or employed by the Purchaser shall use only the common toilet(s) and while so using, keep the common toilets clean and dry.
17. **Cable / Telecom / Broad-Band etc.:** shall avail the connectivity of cable, telecom/ broadband/ other similar telecom and IT facilities to the Complex as maybe so provided by the Developer and shall be at liberty to avail the same and for the purpose may enter into agreement / contract (on such terms and conditions and for such period as the Developer shall so decide) with the service providers operating within the Complex for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Developer within the Complex and which would be declared to be common facilities by the Developer. These contracts/ agreements, if any, entered into by the Developer shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building of the Complex or any

window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the flat/units.

**18. The Purchaser (after taking possession of the said Flat) shall not:**

- 1. Repair:** ask the Developer to undertake any repair or rectification work in the said Flat including store room along with toilet inside the said store room nor the Purchaser shall refuse or neglect to carry out any work after the Purchaser had taken possession thereof, directed by a competent authority and/or the Association, as the case maybe, to be executed in the portion of the building specifically attributable and/or relevant to the said Flat, and shall not require or hold the Promoters liable for execution of such works;
- 2. Complaint:** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the said Flat and/or the amenities, utilities and/or facilities provided in the said Flat and/or the Parking Spaces and/or in the Complex after the execution of these presents.
- 3. Nuisance:** do, allow or cause to be done anything within or in the vicinity of the said Flat and/or the Parking Spaces, which may cause nuisance or annoyance to others. The Purchaser shall not make or permit any disturbing noises in the said Flat by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other co-buyers and/or co-occupiers of the Complex;
- 4. Storage of Hazardous Goods:** store or bring or allow to be stored and brought in the said Flat and/or the Parking Spaces any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the said Flat or install and operate any machine or equipment save usual home appliances and shall take care while carrying heavy packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the Complex

and in case any damage is caused to the building and/or the said Flat and/or the Parking Space on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages.

5. **Illegal or Immoral Use:** use or permit the user of, any portion of the said Flat, for any illegal or immoral activities.
6. **Cleanliness:** not accumulate or throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in or about the said Flat and/or the Parking Spaces or any portion of the Said Land and the building in which the said Flat is situated, other than in the area earmarked for the such purpose;
7. **Hindrances:** obstruct and/or block and/or keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors ,any pathways, driveways, passages, side-walks, lobbies and other places of common use in the Complex in any manner;
8. **Obstruction or Build:** do any act, deed or thing whereby the rights of occupiers of other flat owners in the Complex is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the said Flat. The Purchaser shall not build, erect or put upon the Common Areas any item of any nature whatsoever; The Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Complex in any manner;
9. **Put up Letter box/signage:** not put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the said Flat or on the outside wall of the Complex so as to be visible from outside the said Flat. Save at the place as be approved or provided by the Developer, nothing contained herein shall, however, prevent the Purchaser to put a decent name plate on the outer-face of the main door of the said Flat.
10. **Object to the installations:** not object to the erection, and maintenance of communication towers or other installations

for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Complex, which may be allowed to be put up to ensure better connectivity and/or better network within the Complex and/or to augment the financial resources of the Association without the Purchaser being required to pay any charges for the same to anyone.

- 11. Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the said Flat; In this regard the Purchaser shall not demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor make any alteration in the elevation of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, part or other structural members in the said Flat. In this regard, the Purchaser further covenants that the Purchaser shall not subdivide the said Flat and/or any part or portion thereof; The Purchaser shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions; even with collapsible gate/grill. The Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Flat; The Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
- 12. Trademark of the Developer:** use the name/mark of the Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the said Flat and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark of the Developer;
- 13. Installation of Grills etc.:** not install grills/collapsible gate , the design of which has not been suggested and/or approved by the Developer or in any other manner do any other act



which would affect or detract from the uniformity and aesthetics harmony, beauty of the exterior or surroundings of the building comprised within the Complex;

- 14. Use of Parking Space:** not keep in the Parking Space, anything other than one medium sized car (for each parking space so allotted) or two-wheeler or use the said Parking Space for any purpose other than parking of such cars or two wheelers or raise any “kucha” or “pacca” construction, grilled wall/collapsible gate /enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 15. Parking in Common Areas:** not park or allow its vehicle to be parked in the pathway and common areas in the Complex, save and except the Sanctioned Parking Spaces allotted to the Purchaser.

### **3. PROMOTER’S COVENANTS:**

- a. The Promoters doth hereby profess that the title transferred to the Purchaser in the said Flat subsists and that the Promoters has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title hereby conveyed to the Purchaser.
- b. The Promoters doth hereby covenant with the Purchaser that the Promoters in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Apartment if so required.
- c. The Promoters, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser cause to be produced to the Purchaser the attorneys of the Purchaser or agent, as the case may be, for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Purchaser and in due course of time, handover all such title deeds to the Association.

#### **4. MUTUAL COVENANTS:**

**AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-**

1. **Transfer/conveyance of Common Area:** The Purchaser has been categorically made aware by the Promoters that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Purchaser is being transferred as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Promoters that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the said Act read with the said Rules as is applicable in the state of West Bengal) the Promoters would be under obligation, inter alia, to transfer the Common Areas to the Association, when formed. The Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, if so required by the Promoters and/or by the registering authority and upon receiving a request thereto from the Promoters sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Promoters. In case the Purchaser refuses to or delays in getting such transfer done within the time required by the Promoters or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoters shall as the constituted attorney of the Purchaser be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

2. **Maintenance of Common Area:** Till the formation of Association the management and administration of the Common Areas comprised within the Complex shall then be under the control of the Promoters till such time that the Association under the West Bengal Apartment Ownership Act 1972 and/or the rules made thereunder is formed.

1. The Promoters agree that after completion of the Complex and within such time frame as prescribed in the Apartment Ownership Act the Promoters shall take necessary steps for formation of the Association. The Purchaser shall be liable to comply with the formalities of becoming members of the Association and also to comply with the Rules and Bye-laws of the Association. For this purpose, the Purchaser will execute a power of attorney in favour of the Promoters and/or its nominee for signing the "Declaration" as provided under the West Bengal Apartment Ownership Act, 1972 and/or Rules thereof and in order to enable the Promoters to take up and complete all formalities required for formation of the Association and also for the Purchaser to become a member of the said Association.

1.1. Within 3 (three) weeks from the date of formation of the Association the Promoters shall, (if the maintenance and management of the Complex has not been taken over by the flat owners from the Promoters) handover the maintenance and management of the Common Areas of the Complex to the Association so formed. The Deposits Sinking Fund/ Maintenance Deposit etc. paid/deposited by the Purchaser to the Promoters shall also be transferred by the Promoters to the said Association after adjustment of all dues of the Purchaser. The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Promoters, hereunder reserved.

2. **Apportionment of Maintenance Expenses:** The mode and manner of apportionment of maintenance expenses of the Common Areas amongst the co-owners (including the Purchaser) will be decided by the Developer so long as the Developer maintain the Complex and/or the maintenance body formed by the flat owners, as the case may be. Such apportionment of maintenance expenses shall be final and

binding on the Purchaser as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within the Complex, wholly or partly, as the case may be, shall be made to the Developer or to the body formed by the flat owners or to the Association when formed. On and from the “Deemed Date of Possession” of the said Flat and the Parking Spaces as mentioned in the Notice of Possession, i.e. the date as may be so decided by the Developer and notified as such to the Purchaser herein the Purchaser will be liable to pay maintenance expenses of the Common Areas and such payment of the maintenance expenses of the Common Areas of the Complex, shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses, all maintenance services to the Purchaser can be withheld by the maintenance body of the Complex for the time being and such maintenance body shall also be entitled to discontinue the services for the period of non-payment of such expenses by the Purchaser.

- 2.1. The Purchaser's proportionate share in all matters concerning the said Flat and / or the Said Apartment, as the case maybe, shall be the proportion which the carpet area of the said Flat bears to the carpet area of all the apartments/units of the Complex. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Developer or the Association, shall be binding on the Purchaser.
- 2.2. The Developer shall not be liable to make payment of maintenance charges for the unsold flats in the Complex for a period of 12 (twelve) months starting on and from the month from which the Developer starts and/or has started charging maintenance for the flats/units in the Complex.
- 2.3. It is agreed and declared that the built-up area of the Flat is [•] sq.ft. more or less, and the “super built up area” of the Flat is \_\_\_\_\_ sqft, more or les which super built up area shall be considered for the purpose of raising bills/invoices on the Purchaser for realising maintenance charges by the Association

**3. Name of the Complex:** The Complex shall bear the name “Visaaya”.

4. **Binding Effect:** This Indenture and the Agreement For Sale executed heretofore contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction between, the Agreement For Sale between the Parties and this Indenture, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoters or its agents, servants or employees other than what is specifically set forth herein and/or in the agreement between the Parties.

5. **Agreed Rules of Interpretation:** The following are the agreed rules of interpretation of this Indenture;

- (i) Words importing singular number, shall wherever applicable, include plural number.
- (i) Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.
- (i) Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.
- (ii) Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(SAID LAND)**

**ALL THAT** the land measuring 3, (three) Bighas, 19 (nineteen) *cottahs*, more or less **together with** several dwelling units consisting of an old main building and outhouses standing thereon, aggregating to a total area of 9535, sq.ft, more or less, situate, lying at and being Municipal Premises No. 96, Moulana Abul Kalam Azad Sarani (formerly known as Narkeldanga Main Road), Police Station

Phoolbagan, P.O. Phoolbagan, Kolkata – 700054 within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Sub-Registry Office Sealdah with in District 24 Parganas North, , delineated and demarcated on the **Plan** annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

<b>On the North</b>	:	By Premises No 95/4, Shiv Krishna Daw Lane.
<b>On the East</b>	:	By Partly by Premises no 95, Moulana Abul Kalam Azad Sarani and partly by premises no 96B, Moulana Abul Kalam Azad Sarani.
<b>On the South</b>	:	By 18.69 meter wide Moulana Abul Kalam Azad Sarani
<b>On the West</b>	:	By Shiv Krishna Daw Lane

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(DEVOLUTION OF TITLE)**

1. At all material times one Chandicharan Dass was seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land containing by admeasurement 6 Bighas together with buildings and structures standing thereon, situate, lying at and being Municipal Premises No. 96, Narkeldanga Main Road presently known as 96 Moulana Abul Kalam Azad Sarani in Dihi Panchannagram, Division – III, Sub – Division VII, Dehee Soora Mouza Koochnum, holding No. 97, under Police Station Beliaghata presently Phoolbagan, within the municipal limits of the Calcutta Municipal Corporation, District 24 Parganas (North) **(Mother Property)**.
2. By and under a Deed of Conveyance dated 11<sup>th</sup> March 1914 and registered at the office of the Sub Registrar, Sealdah, in Book No. I, Volume No. 11, Pages 274 to 278, Being No. 792 for the year 1914 said Chandicharan Dass sold the entire Mother Property unto and in favour of one Satyendra Nath Banerjee.

3. The said Satyendra Nath Banerjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on or about 12<sup>th</sup> January 1951 leaving behind him surviving his widow Smt. Chabbi Rani Devi and only son Saroj Kumar Banerjee as his only heirs and as such the entire Mother Property stood devolved upon Smt. Chabbi Rani Devi and Saroj Kumar Banerjee and each became owner of undivided  $\frac{1}{2}$  share therein.
  
4. The said Chabbi Rani Devi also died on or about 8<sup>th</sup> October 1968 after making and publishing her last will and testament dated 4<sup>th</sup> December 1960 (**Chabbi's Will**) whereby and whereunder she gave, devised and bequeathed her undivided  $\frac{1}{2}$  share in the Mother Property in favour of her grandson Shiladitya Banerjee. Probate was granted of Chabbi's Will by the Hon'ble High Court at Calcutta in its testamentary and intestate jurisdiction by an order dated 25<sup>th</sup> February 1977.
  
5. By and under an Indenture of Lease dated 14<sup>th</sup> March 1966 and registered at the office of the Sub – Registrar, Sealdah, in Book No. I, Volume No. 15, Pages 233 to 244, Being Deed No. 746 for the year 1966 (**Said Lease**) said Saroj Kumar Banerjee demised lease for a period of 25 years from 1<sup>st</sup> February 1966 in respect of ALL THAT a portion of land measuring about 3 Bighas 8 Cottahs together with buildings and structures standing thereon out of the Mother Property (**Leased Portion**) in favour of one Govardhan Prasad Tantia.
  
6. During the term of the Said Lease in respect of the Leased Portion said Saroj Kumar Banerjee died on or about 20<sup>th</sup> December, 1970 after making and publishing his last will and testament dated 27<sup>th</sup> May 1970 (**Saroj's Will**) whereby and whereunder he gave, devised and bequeathed inter alia his undivided  $\frac{1}{2}$  share, right, title and interest in the Mother Property subject to the Said Lease of the Leased Portion unto and in favour of his son Shiladitya Banerjee. Said Saroj Kumar Banerjee was survived by his widow, Maunjula Banerjee, son Shiladitya Banerjee and two married daughters namely, Aditi Mukherjee and Arundhati Chatterjee.

7. Probate of Saroj's Will was granted by Hon'ble High Court at Calcutta in pursuance of an application for probate having been made in the High Court at Calcutta in Matter No. 62 of 1984 in its Testamentary and Intestate Jurisdiction.
8. Out of the Mother Property Government of West Bengal already acquired 23 Cottahs of land hence after acquisition the Mother Property came to be measured about 4 Bighas 17 Cottahs.
9. A portion of the Mother Property measuring about 22 Cottahs was occupied by one Bengal Dye House who claimed as monthly tenant of Saroj Kumar Banerjee and after the expiry of the Said Lease of the Leased Portion one Ishwari Prasad Tantia was accepted as lessee after the death of said Govardhan Prasad Tantia on 4<sup>th</sup> August 1969 who continued to remain in possession and claimed to be a monthly tenant and protected under the West Bengal Premises Tenancy Act by way of holding over in respect of balance land measuring about 3 Bighas 19 cottahs i.e. 79 Cottahs out of the Mother Property.
10. By an Agreement for Sale dated 15<sup>th</sup> October 1985 and subsequent agreement dated 7<sup>th</sup> August 1986 was entered into between Shiladitya Banerjee and Dwarka Prasad Tantia said Shiladitya Banerjee agreed to sell the Mother Property subject to occupation of Bengal Dye House and subject to Said Lease of the Leased Portion in favour of Ishwari Prasad Tantia (which was still subsisting) to Dwarka Prasad Tantia or his nominee.
11. The Said Dwarika Prasad Tantia nominated Tantia Medical Services Private Limited to acquire the divided portion measuring about 18 Cottahs out of 4 bighas 19 cottahs of the Mother Property and Om Prakash Tantia, Smt. Sarla Tantia and Smt. Vinita Tantia each to acquire  $\frac{1}{4}$  share in the remaining ALL THAT divided and demarcated portion of land measuring about 3 Bighas 19 Cottahs i.e. 79 Cottahs together with buildings and structures standing thereon situate, lying at and being Municipal Premises No. 96,



Narkeldanga Main Road presently 96 Moulana Abul Kalam Azad Sarani, Police Station Phoolbagan, within the limits of Ward No. 031 of the Kolkata Municipal Corporation, Kolkata – 7000 54 (**Said Premises**).

12. The Appropriate Authority under the Income Tax Department by and under its order for no objection under section 269 U. D. (1) of the Income Tax Act 1961 vide proceedings No. Appropriate Authority Calcutta 12<sup>th</sup> October' 86/Cal/989/Sept'93 dated 23<sup>rd</sup> December 1993 granted permission for sale and transfer of the Mother Property.
13. By and under a Deed of Conveyance dated 26<sup>th</sup> April 1994 and registered at the office of the Registrar of Assurances Calcutta U/s 7(2) – III, in Book No. I, Volume No. 161, Pages 279 to 300, Being Deed No. 6362 for the year 1994 said Shiladitya Banerjee for self and as executor appointed under Chabbi's Will and Saroj's Will sold undivided 1/4<sup>th</sup> share of the Said Property to Dr. Om Prakash Tantia subject to occupancy of Bengal Dye House and Said Lease of Leased Portion. The said sale was confirmed by Smt. Manjula Banerjee, Smt. Aditi Mukherjee, Smt. Arundhati Chatterjee and Dwarika Prasad Tantia.
14. By and under a Deed of Conveyance dated 26<sup>th</sup> April 1994 and registered at the office of the Registrar of Assurances Calcutta U/s 7(2) – III, in Book No. I, Volume No. 161, Pages 323 to 344, Being Deed No. 6365 for the year 1994 said Shiladitya Banerjee for self and as executor appointed under Chabbi's Will and Saroj's Will sold undivided 1/4<sup>th</sup> share of the Said Property to Dwarika Prasad Tantia subject to occupancy of Bengal Dye House and Said Lease of Leased Portion. The said sale was confirmed by Smt. Manjula Banerjee, Smt. Aditi Mukherjee, Smt. Arundhati Chatterjee.
15. By and under a Deed of Conveyance dated 26<sup>th</sup> April 1994 and registered at the office of the Registrar of Assurances Calcutta U/s 7(2) – III, in Book No. I, Volume No. 161, Pages 345 to 366, Being Deed No. 6366 for the year 1994 Shiladitya Banerjee for self and as

executor appointed under Chabbi's Will and Saroj's Will sold undivided 1/4<sup>th</sup> share of the Said Property to Smt. Vinita Tantia subject to occupancy of Bengal Dye House and Said Lease of Leased Portion. The said sale was confirmed by Smt. Manjula Banerjee, Smt. Aditi Mukherjee, Smt. Arundhati Chatterjee and Dwarika Prasad Tantia.

16. By and a Deed of Conveyance dated 26<sup>th</sup> April 1994 and registered at the office of the Registrar of Assurances Calcutta U/s 7(2) – III, in Book No. I, Volume No. 161, Pages 367 to 388, Being Deed No. 6367 for the year 1994 said Shiladitya Banerjee for self and as executor appointed under Chabbi's Will and Saroj's Will sold undivided 1/4<sup>th</sup> share of the Said Property to Smt. Sarla Tantia subject to occupancy of Bengal Dye House and Said Lease of Leased Portion. The said sale was confirmed by Smt. Manjula Banerjee, Smt. Aditi Mukherjee, Smt. Arundhati Chatterjee and Dwarika Prasad Tantia.
17. The Said Dwarika Prasad Tantia, Dr. Om Tantia and Smt. Vinita Tantia mortgaged the Said Property by way of an equitable mortgage as a collateral security to a consortium of (1) Andhra Bank, Calcutta Main Branch, (2) Allahabad Bank, Beliaghata Branch and (3) Oriental Bank of Commerce, Chowringhee Branch ("**Said Mortgage**").
18. By and under a Deed of Gift dated 13<sup>th</sup> June 2008 and registered at the office of the District Sub Registrar – III, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 2652 to 2664, Being Deed No. 06858 for the 2010 said Dwarika Prasad Tantia gifted his undivided 1/4<sup>th</sup> share and all right, title and interest in the Said Property in favour of Mrs. Anita Tantia subject to the Said Mortgage.
19. By and under a Deed of Gift dated 13<sup>th</sup> June 2008 and registered at the office of the District Sub Registrar – III, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 2860 to 2872, Being Deed No. 06859 for the 2010 said Dr. Om Tantia gifted his

undivided 1/4<sup>th</sup> share and all right, title and interest in the Said Property in favour of Mrs. Laxmi Tantia subject to the Said Mortgage.

20. By and under a Deed of Gift dated 13<sup>th</sup> June 2008 and registered at the office of the District Sub Registrar – III, Alipore, South 24 Parganas, in Book No. I, CD Volume No. 13, Pages 2718 to 2730, Being Deed No. 06860 for the 2010 said Smt. Vinita Tantia gifted undivided 1/4<sup>th</sup> share and all right, title and interest in the Said Property in favour of Harsh Tantia subject to the Said Mortgage.

21. In the circumstances mentioned hereinabove said Smt. Sarla Tantia, Mrs. Anita Tantia, Mrs. Laxmi Tantia and Harshvardhan Tantia became the joint and absolute owners of the Said Land subject to the Said Mortgage and mutated their names in respect thereof in the records of the Kolkata Municipal Corporation.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(SAID APARTMENT)**  
**(PART – I)**  
**(FLAT)**

**All That** the residential flat including store room along with toilet inside the said store room being No. [•] on the [•]floor of the building known as “**Visaaya**” lying constructed on the land comprised within the Said Land, having a carpet area of [•] sq.ft. more or less, with the respective areas of the balcony(ies), and kitchen/ service balcony, if any, being respectively [•] square feet more or less, [•] sq.ft. more or less and [•] sq.ft. more or less, and as shown in **RED** colour on the plan annexed hereto **together with** the rights, advantages and privileges appurtenant thereto.

**PART - II**

**PARKING SPACE**

**All That** the exclusive permission to park [•] ([•]) number(s) of medium sized light motor vehicles/cars (as a facility and/or benefit attached with the Flat without charging any consideration) in the Covered Basement (1 Layer), (ii) Covered Basement (2 Layer), (iii) Covered Ground (1 Layer), (iv) Covered Ground (2 Layer), (v) Open (1 Layer) and Open (2 Layer)] car parking space(s) in the building popularly known as

**“Visaaya”** lying constructed on the land comprised within the Said Land being parking no \_\_\_\_\_ and \_\_\_\_\_ exclusively earmarked and/or identified and designated by the Developer (to the exclusion of other flats which shall and shall always be deemed to be ‘limited common area’ within the meaning of the West Bengal Apartment Ownership Act 1972) for parking of car(s) owned by the Purchaser within such space(s) **together with** the easements and/or right of way appurtenant to the beneficial use and enjoyment of all of such parking space(s).

### **PART III**

#### **(SAID SHARE)**

**ALL THAT** the pro rata share of the Purchaser in the common areas of the Complex which common areas shall be such to the extent applicable as defined in Part IV below.

### **PART IV**

#### **(COMMON AREAS)**

**ALL THAT** the common areas, facilities, amenities and/or the portions of the Complex, earmarked/meant by the Promoters for beneficial common use and enjoyment of the Purchaser/other occupants of the Complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoters and which are not earmarked as “limited common areas”.

### **PART V**

#### **(RIGHTS)**

**ALL THAT** the right to use (along with other occupants and maintenance staff etc. of the Complex) the common areas to the extent applicable which common areas are described in Part IV of the Third Schedule above.

### **THE FOURTH SCHEDULE ABOVE REFERRED TO**

#### **(TOTAL PRICE)**

**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only for the said Apartment paid by the Purchaser to the Developer as full and final payment of the total price which the Developer doth hereby acknowledged to have received.

**IN WITNESS WHEREOF** the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

**Executed and Delivered**

by the **Owner** at Kolkata  
in the presence of:

1.

2.

**Executed and Delivered**

by the **Developer** at Kolkata  
in the presence of:

1.

2.

**Executed and Delivered**

by the **Purchaser** at Kolkata  
in the presence of:

1.

2.

**Drafted By:**

**C.P. Kakarania**

**Advocate, High Court, Calcutta**

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named purchaser the within mentioned  
**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only being the full  
consideration payable under these presents for the said Apartment in  
the manner mentioned below.

<b>Mode</b>	<b>Reference no.</b>	<b>Date</b>	<b>Bank</b>	<b>Amount (Rs.)</b>
<b>Total</b>				_____/-

(Rupees \_\_\_\_\_ only)

**Witnesses:**

1.

2.

\_\_\_\_\_

**(Authorized Signatory of Developer)**