

**THIS INDENTURE** made this                    day of ..... Two Thousand  
Twenty .....

**BY AND BETWEEN**

(1a) **UMA BANERJEE**, wife of Late Nanda Dulal Banerjee, (PAN: CBOPB3364D), (1b)  
**CHANDRANATH BANERJEE**, son of Late Nanda Dulal Banerjee, (PAN: ALZPB6365R),  
(1c) **SOMA BANERJEE**, daughter of Late Nanda Dulal Banerjee (PAN: CYGPB0895K)  
and (1d) **HASI MUKHERJEE**, daughter of Late Nanda Dulal Banerjee (PAN:  
DBPPM9417J), (2a) **PALASHI BANERJEE**, wife of Late Samir Banerjee, (PAN:  
BLNPB6250N), (2b) **PRITHA BANERJEE**, daughter of Late Samir Banerjee, (PAN:  
BLNPB6252Q), (2c) **SASWATA BANERJEE**, son of Late Samir Banerjee, (PAN:  
ECTPB4996R), (3a) **NANDITA BANERJEE**, wife of Late Swapan Banerjee, (PAN:

AYIPB4803A), (3b) **BADSHA BANERJEE**, Son of Late Swapan Banerjee, (PAN: DFQPB8291J), (3c) **AYUSHMAN BANERJEE**, Son of Late Swapan Banerjee,(PAN: CDAPB1470L), (4) **DEBABRATA BANERJEE**, son of Late Narayan Chandra Banerjee (PAN: ALXPB4768N) (5a) **SUCHITRA BANERJEE**, wife of Tapan Kumar Banerjee, (PAN: BLNPB6249P) and (5b) **RAJA BANERJEE**,son of Late Tapan Kumar Banerjee,(PAN: AWPMPB6928Q) all residing at Premises no. 3, Chandigarh Main Road, Post Office and Police Station: Madhyamgram, District 24-Pargana (N), West Bengal, 700130 hereinafter collectively referred to as **OWNERS of the first Land** , **GOURI RANI KAR**, wife of Late Phanibhusan Kar (PAN: FTSPK9485B), (2) **ARUN KAR**, having (PAN: DZYPK1519Q), (3) **TARUN KAR**, having (PAN: EAMPK4940R), and (4) **GAUTAM KAR**, having (PAN: DIDPK1496L), all sons of Late Phanibhusan Kar and all residing at Premises no. 3/1, Chandigarh Main Road, Post Office and Police Station: Madhyamgram, District 24-Pargana (N), West Bengal, 700130 hereinafter collectively referred to as **OWNERS of the second Land** and both owners of the first Land and second Land being hereinafter collectively referred to as LAND OWNERS (which expression unless repugnant to the context shall deemed to mean and include their respective heirs, successors, executors, nominees and assigns) of the **FIRST PART** .....

The land owners are represented by **ARUP CREATIONS PRIVATE LIMITED**, (PAN: AAQCA6279A), a Private Limited Company incorporated under the Companies Act, 2013 (18 of 2013) having its registered office at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203, represented by its Directors (1) **ARUP BANDYOPADHYAY**, (PAN: AEAPB5997B), son of late Benoy Kumar Bandyopadhyay and (2) **TITAS BANDYOPADHYAY THAKUR**, (PAN: AHQPB9796D), wife of:- Arup Bandyopadhyay, both by faith: Hindu, by occupation: business, by Nationality: Indian, residing at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203 vide **two Registered Power of Attorney, (i) being No. – 04790/2022, recorded in book No – I, Volume No – 1525-2022, Page From – 145118 to 145176, (ii) being No. – 15908/2021, recorded in book No – I, Volume No – 1525-2021, Page From – 459712 to 459747**, both the 'Power of Attorney' Deeds were registered before D.S.R.-III – North 24 Parganas at Barasat,

**AND**

**ARUP CREATIONS PRIVATE LIMITED**, (PAN: AAQCA6279A), a Private Limited Company incorporated under the Companies Act, 2013 (18 of 2013) having its registered office at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203, represented by its Directors (1) **ARUP BANDYOPADHYAY**, (PAN: AEAPB5997B), son of late Benoy Kumar Bandyopadhyay and (2) **TITAS BANDYOPADHYAY THAKUR**, (PAN: AHQPB9796D), wife of:- Arup Bandyopadhyay, both by faith: Hindu, by occupation: business, by Nationality: Indian, residing at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203 hereinafter referred to as **PROMOTER/CONFIRMING PARTY** (which expression unless excluded by or repugnant to the subject be deemed to mean and include its successors in office, nominee or nominees and/or assigns) of the **SECOND PART**.

**AND**

.....hereinafter called and referred to as the **"PURCHASER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**W H E R E A S**

**ARTICLE-I**

**DEFINITION AND CLASSIFICATION**

**(1) LAND SHALL MEAN :~**

**A. (Description of FIRST LAND):**

ALL THAT the piece and parcel of land measuring **34.25 Decimals** together with all structures standing thereon, lying and situated at Mouza: Chakraghata, J.L no. 26, Touzi No, 146, Pargana: Anwarpur, Comprised in R.S. Dag No. 90 (34.25 Decimals), and L.R. Dag No. 1591(26 Decimal) and 1592 (8.25 Decimal), corresponding to R.S. Khatian No. 393, 394 and 395, being L.R. Khatian No. 776, 777, 778, 779, 780 & 781, within the local limits of

Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19(part) and formerly 20, Chandigarh Main Road, A.D.S.R.O : Barasat, P.S: Madhyamgram, Block: Barasat-II, District: North 24 Parganas.

**B. (Description of SECOND LAND) :-**

ALL THAT piece and parcel of land measuring **11 Decimals** together with all structures standing thereon, lying and situated at Mouza: Chakraghata, J.L no. 26, Touzi No: 146, Re.Sa. 136, Pargana: Anwarpur, Comprised in Dag No. 72 & 116, and L.R. Dag No. 1593 corresponding to R.S. Khatian No. 121 and 126, being L.R. Khatian No. 955, 956, 957 & 958, (Total area of Land- 11 Decimal), within the local limits of Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19 formerly 17, Chandigarh Main Road, A.D.S.R.O : Barasat, P.S: Madhyamgram, Block: Barasat-II, District: North 24 Parganas.

**(2) NEW BUILDING OR BUILDINGS** : shall mean the building intended to be constructed as per (G+.....) building plan to be approved by the authority concerned wherein self contained residential Apartments, office/s or commercial spaces and car parking spaces and Semi-Commercial spaces, common spaces, open spaces which will be available in the said project with all modern facilities and amenities as per specification of works schedule mentioned in different blocks.

**(3) LAND OWNER** : shall mean the present owners namely

**(1) UMA BANERJEE**, wife of Late Nanda Dulal Banerjee, **(1b) CHANDRANATH BANERJEE**, son of Late Nanda Dulal Banerjee, **(1c) SOMA BANERJEE**, daughter of Late Nanda Dulal Banerjee **(1d) HASI MUKHERJEE**, daughter of Late Nanda Dulal Banerjee **(2a) PALASHI BANERJEE**, wife of Late Samir Banerjee, **(2b) PRITHA BANERJEE**, daughter of Late Samir Banerjee, **(2c) SASWATA BANERJEE**, son of Late Samir Banerjee, **(3a) NANDITA BANERJEE**, wife of Late Swapan Banerjee, **(3b) BADSHA BANERJEE**, Son of Late Swapan Banerjee, **(3c) AYUSHMAN BANERJEE**, Son of Late Swapan Banerjee, **(4) DEBABRATA BANERJEE**, son of Late Narayan Chandra Banerjee **(5a) SUCHITRA BANERJEE**, wife of Late Tapan Kumar Banerjee, **(5b) RAJA BANERJEE**, son of Late Tapan Kumar Banerjee, **(Owners of the First Land)**, and **(6) GOURI RANI KAR**, wife of Late Phani bhusan Kar **(7) ARUN KAR**, **(8) TARUN KAR**, and **(9)**

**GAUTAM KAR**, all are sons of Late Phani bhusan Kar (**Owner of the Second Land**)

**(4) PROMOTER** : Shall mean **ARUP CREATIONS PRIVATE LIMITED**, (PAN: AAQCA6279A), a Private Limited Company incorporated under the Companies Act, 2013 (18 of 2013) having its registered office at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203,

**(5) COMMON FACILITIES & AMENITIES** :- shall mean and include proportionate share of land, corridors, stair cases, top roof, passages, paths, common latrine, bathroom, pump room, water reservoir, over head tank, water pump, main electric line, common electric meter space, water line, sewerage and drainage and amenities which will be available therein the said project including common maintenance and management of the new building.

**(6) COVERED AREA** :- shall mean measurement of the inside Apartment/Unit together with thickness of the walls of all the sides and joints of the Apartment(s)/ Unit(s).

**(7) SUPER BUILT-UP AREA** :- shall mean and include covered area plus built-up area plus proportionate common areas, common spaces, open space, lobbies reservoir, septic tank and water tank and other areas of common enjoyments in the said project and/or proposed building or buildings which will be added to the maximum component of 25% (Twenty five) percent with covered area to find super built-up area.

**(8) UNIT CONSTRUCTION AGREEMENT** :- shall mean the two Development Agreements, **(i) being No. – 15889/2021 dated 15.12.2021, (ii) being No. – 15891/2021 dated 15.12.2021** & Supplementary to the agreement No. – 15889/2021 dated 15.12.2021, **being No. 04768 /2022 dated 15/03/2022** and two Development Power of Attorney deeds, **(i) being No. – 04790/2022 dated 15.03.2022, (ii) being No. – 15908/2021 dated 15.12.2021** and all the Deeds are registered before the D.S.R.-III – North 24 Parganas at Barasat.

**(9) THE ARCHITECT** :- shall mean the person or persons who will be appointed by the

Promoter for designing and planning of the said building who may perform or run constructional works without any interference and disturbances from the either part.

**(10) BUILDING PLANS :-** shall mean the Building Plan prepared by the Architect of the Promoter over the Schedule mentioned land and it was duly sanctioned by the concerned authority of Barasat Municipality, **being No. 10.....16 dated .....05/09/2022**, with legitimate alteration or modification as may be required by the Promoter.

**(11) DEVOLUTION OF TITLE :- (1<sup>st</sup> Land - Land owners No. 1 to 5) :-**

- A. WHEREAS One “Kiran Chandra Bandhyopadhyia” was seized and possessed of All that **17.75 Decimals** (Approximately) of Agricultural Land comprised in JL no. 26, Re.Sa. no. 138, within Touzi No. 146 under C.S. Khatian No.118, Dag No. 70, in Mouja: Chakraghata, Pargana: Anwarpur, Police Station and Sub Registry Barasat, in the State of West Bengal as absolute owner thereof.
- B. AND WHEREAS the said“Kiran Chandra Bandhyopadhyia” By a registered Bengali Kobala dated 8th August 1955, transferred his holding in entirety that is **17.75 Decimal** of land to one “BhupendraNathMitra” and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I volume no. 74, Pages 45 to 47 being **Deed no. 6368for the year 1955**.
- C. AND WHEREAS one “JitendraNathMitra” and one “Jibon Kumar Dutta” were seizedand possessed of **16.50 Decimals**adjacent lands by way of registered Bengali Kobola being **Deed No. 6370 for the year 1955** andbeing **Deed No. 6371 for the year 1955** respectively before the Sub Registrar Barasatand the said Agricultural Land comprised in JL no. 26, Re.Su. no. 164, under C.S. Khatian no. 118, Dag No. 70, Touzi no. 146, in Mouja: Chakraghata, Pargana: Anwarpur, District 24 Pargana, Police Station and Sub Registry Barasat, in the State of West Bengal was under the joint occupationand both were the absolute owners thereof.

- D. AND WHEREAS by a Registered Bengali Kobála dated 13 February 1964, the said “JitendraNathMitra” and “Jibon Kumar Dutta” jointly transferred their entire holding in entirety that is **16.50 Decimal** of land to one “BhupendraNathMitra” and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I, volume no. 14, Pages 65 to 67, being **Deed no. 603 for the year 1964**.
- E. AND WHEREAS the Lands were thereafter realigned for the Revenue Settlement under the West Bengal Estates Acquisition Act 1953, and the said “BhupendraNathMitra” thus became absolute owner of a total of **34.25 Decimals** of land comprised in JL no. 26, Re.Su. no. 164, under New R.S.Khatian nos. 393, 394 and 395, in New R.S. Dag no. 90 (Part), Touzi no. 146, Mouja: Chakraghata, Pargana: Anwarpur, Police Station and Sub Registry: Barasat, in the State of West Bengal as the absolute owner thereof.
- F. AND WHEREAS By a Registered Deed of Conveyance executed on 14th May 1976 the said “BhupendraNathMitra” sold against valuable consideration the said **17.125 Decimals** out of 34.25 Decimals of land comprised in JL no. 26, Re.Su. no. 164, under R.S.Khatian nos. 393, 394 and 395, in R.S. Dag no. 90 (Part), Touzi no. 146, in Mouja: Chakraghata, Police Station and Sub Registry: Barasat, Pargana: Anwarpur, in the State of West Bengal to one “**Nanda Dulal Banerjee**”, one “**Tapan Banerjee**”, and one “**Swapan Banerjee**” all since deceased and The said Deed was registered in the office of the then Sub Registrar: Barasat, in its Book no. I, Volume no. 55, pages 168 to 175, being **Deed no. 4488 for the year 1976**.
- G. AND WHEREAS By a Registered Deed of Conveyance executed on 14th May 1976 the said “BhupendraNathMitra” sold against valuable consideration the remaining said **17.125 Decimals** land comprised in JL no. 26, Re.Su. no. 164, under R.S.Khatian nos. 393, 394 and 395, in R.S. Dag no. 90 (Part), corresponding to **L.R. Dag Nos. 1591 and 1592**, Touzi no. 146, in Mouja: Chakraghata, Police Station and Sub Registry: Barasat, Pargana: Anwarpur, in the State of West Bengal to one “**Nilima Banerjee**”, since deceased, one “**Samir Banerjee**”, since deceased and one

**“Debabrata Banerjee”** and The said Deed was registered in the office of the then Sub Registrar: Barasat, in its Book no. I, Volume no. 55, pages 176 to 183, being **Deed no. 4489 for the year 1976.**

- H. AND WHEREAS the said **34.25 Decimals** of purchased land so purchased by “Nanda Dulal Banerjee”, “Tapan Banerjee”, “Swapan Banerjee”, “Nilima Banerjee”, “Samir Banerjee”, and “Debabrata Banerjee” by way of the afore mentioned Deed, while in possession the said “Nilima Banerjee” died on 17th July 1989 and was survived by her 5 sons namely “Nanda Dual Banerjee”, “Swapan Banerjee”, “Tapan Banerjee”, “Samir Banerjee” all since deceased and **“Debabrata Banerjee”**.
- I. AND WHEREAS the said “Tapan Banerjee” died on 18th January 2003 and was survived by only **“Suchitra Banerjee”** as wife and **“Raja Banerjee”** as son and the said “Swapan Banerjee” died on 18th January 2015 and was survived by only **“Nandita Banerjee”** as wife and **“Badsha Banerjee”** and **“Ayushman Banerjee”** as his sons and the said “Nanda Dulal Banerjee” died on 16th April 2016 and was survived by only **“Uma Banerjee”** as wife, **“Chandranath Banerjee”** as the son, **“Soma Banerjee”** and **“Hasi Mukherjee”** as the daughters and the said “Samir Banerjee” died on 19<sup>th</sup> December 2021 after execution of the said Development Agreement and was survived by only **“Palashi Banerjee”** as wife, and **“Pritha Banerjee”** and **“Saswata Banerjee”** as the daughter and Son respectively and are the sole survivors and absolute owners of the SAID LAND more fully described in “SCHEDULE – A” is in accordance with the “Hindu Succession Act”.
- J. AND WHEREAS the Owners, abovenamed and their predecessor with a view to develop the property on conjunction with the owners of the adjacent plots of Land had got the said land of **34.25 Decimals** amalgamated with an area corresponding to **11 Decimals** more or less of land falling under L.R. Dag no. 1593 under the BL&LRO Barasat and of ward no. 13 previously ward no. 6 of “Madyamgram Municipality” and renumbered as holding No. 19 previously 17 & 20 of premises “Chandigarh main Road”, and out of the process due to the widening of bounded roads of the plot by the concerned Municipality certain portions of the SAID LAND has also been encroached without objection by the Owners by the Municipal Authority and at present the above named Owner’s are lawfully as well as physically entitled to an



area of more or less **30.1 Decimals** out of the said entire amalgamated Holding or the Entire Premises.

- K. The said Banerjees herein and/or their predecessors in interest had on 7th July 2012 entered into Development Agreement with M/S. J&J Construction, a partnership firm constituted by Mr. Biswarup Ghosal son of Late Rebati Bhusan Ghosal and Pintu Chowdhury, son of Sanjit Kumar Chowdhury, having its principal place of business at P-223, CIT Road, P.S. Belegkata Kolkata 700010 on the terms and conditions as mentioned therein and also executed a registered Power of Attorney in the office of ARA-III Kolkata dated 7.7.2012 in its book no. IV Volume 6 pages 7001 to 7014 being Deed no. 04072 for the year 2012 in favour of the said Biswarup Ghosal and Pintu Chowdhury. Similarly, the Kars mentioned first above (whose devolution of property is thereafter had executed Development Agreement and a Power of Attorney registered in the office of ARA-III Kolkata dated 17.10.2012 in its book no. IV Volume 10 pages 1077 to 1089 being Deed no. 06368 for the year 2012)
- L. However the said M/S. J&J Construction could not even start the development of the said schedule property and by a letter dated 29th September 2016 had opted out of the said Development agreements citing financial and technical difficulties.
- M. As such Power of Attorney granted in favour of the partners of the said M/S. J & J Construction, was cancelled by a duly registered Deed of Revocation dated 22.9.2017 registered in the office of ARA-III Kolkata in its Book no. IV Volume no. 1903-2017, Pages 141555 to 141578, being Deed no. 190305529 for the year 2017 as well as by way of notice to the said Biswarup Ghosal and Pintu Chowdhury, the Kar's also similarly revoked the Power of Attorney executed by them by a registered Deed of Revocation by a duly registered Deed of Revocation dated 10.02.2016 registered in the office of ARA-III Kolkata in its Book no. IV Volume no. 1903-2016, Pages 22930 to 22950 being Deed no. 190300872 for the year 2016.
- N. Thereafter Upon being approached by the Promoter namely M/S. RISHI PROMOTERS then the "Banerjees" agreed to enter into and entered into an arrangement with the Promoter to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.

- O. The said Development Agreement was executed on 22nd September, 2017 and registered with the office of the Additional Registrar of Assurances - IV Kolkata in its Book no. I, Volume No. 1904-2017 Pages 402270 to 402356 being Deed no. 190410794 for the year 2017.
- P. The Banerjees also executed a registered Power of Attorney in favour of the nominee of the Promoter. The said Deed was also registered with the office of the Additional Registrar of Assurances - III Kolkata in its Book no. IV, Volume No. 1903-2017, Pages 143833 to 143886, being Deed no. 190305630 for the year 2017.
- Q. Thereafter citing financial insufficiency the said "M/S. RISHI PROMOTER" also lawfully left the project by way of registered cancellation Deeds and left the landlords free from all encumbrances.
- R. Thereafter Upon being approached by the present Promoter namely ARUP CREATIONS PVT. LTD. then the "Banerjees" agreed to enter into and entered into an arrangement with the Promoter by way of several registered Development agreement and Power of Attorney as mentioned in details above in CLAUSE 8 of "Unit Construction Agreement" and others to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.

**B. DEVOLUTION OF TITLE (2nd Land - Landowner No. 6 to 9) :-**

- A. WHEREAS One "Khirode Kumar Chakraborty" was seized and possessed of All that **37 Decimals** (Approximately) of Agricultural Land comprised in JL no. 26, Re. Sa. no. 138, within Touzi No. 146 under R.S. Dag No. 118 corresponding to R.S. Khatian No. 126, in Mouja: Chakraghata, Pargana: Anwarpur, Police Station and Sub Registry Barasat, in the State of West Bengal as absolute owner thereof.
- B. AND WHEREAS the said the said "Khirode Kumar Chakraborty" By a registered Bengali Kobala dated 24<sup>th</sup> May 1978, transferred from his holding an area of **2.27 Decimal** (more or less) of land to one "Phani Bhusan Kar" and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I volume no. 57, Pages 157 to 160 being **Deed no. 3694 for the year 1978.**

- C. AND WHEREAS one "Profullya Kumar Sarkar" was seized and possessed of All that 14 Decimals of agricultural Land comprised in Touzi No. 146, Re. Sa. 164, Mouza: Chakraghata, comprised in R.S. Khatian No. 121, within Pargana: Anwarpur, District: 24 pargana, police Station and Sub Registry: Barasat, by way of a registered Bengali Kobala dated 8<sup>th</sup> May 1956, wherein described in details and and the said is being **Deed no. 4398 for the year 1956.**
- D. AND WHEREAS by a Registered Bengali Kobala dated 5<sup>th</sup> March 1974, out of the aforesaid area of land held by him, the said "Profullya Kumar Sarkar", since Deceased gifted an area of **7 decimal** of land to one "Gouri Rani Kar", wife of "Phani Bhusan Kar", since Deceased, the predecessors of the Owners herein and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I, volume no. 22, Pages 119 to 130, being **Deed no. 1913 for the year 1974.**
- E. AND WHEREAS after the Death of the said "Profullya Kumar Sarkar" the ownership of the remaining portion of the said land as stated in "Clause-C" above devolved upon his only legal heirs as "Niharkana Sarkar" and "Gouri Rani Kar" the two daughters and a Son.
- F. AND WHEREAS By a Registered Bengali Kobola dated 10<sup>th</sup> December 1984, the said "Niharkana Sarkar", daughter of Profullya kumar Sarkar since deceased out of her inherited land stated in details in "Clause-C", sold an area of **2.33 Decimal** of land and the said "Gouri Rani Kar", daughter of Profullya kumar Sarkar since deceased out of her inherited land stated in details in "Clause-C", sold an area of **1.25 Decimal** of land totalling an area of **3.50 Decimal** (approximately) of land stated details in "Clause-C" in favour of the said "Phani Bhusan Kar" since deceased. And The said Deed was registered in the office of the then Sub Registrar: Barasat, in its Book no. I, Volume no. 66, pages 196 to 201, being **Deed no. 8266 for the year 1984.** Where in the rest of the inherited land was never in possession of the above mentioned "Gouri Rani Kar" and was relinquished in favour of her brother.

- G. AND WHEREAS the said “ Phani Bhusan Kar” thus became seized and possessed of an Area of **5.77 Decimal** (approximately) in Mouza: Chakraghata, and is morefully described in the Schedule “A” hereafter and after the Death of “Phani Bhusan Kar” the Owners herein namely **Gouri Rani Kar, Arun Kar, Tarun Kar and Goutam Kar** as his only legal heirs have jointly became the owners of 5.77 Decimals of Land described in details in the above mentioned Schedule along with an additional 7.00 Decimal of land transferred in the name of “Gouri Rani Kar” which is morefully stated in Clause-“D” above and thus the above named four Owners are the sole survivors and absolute owners of **12.77 Decimals** of land morefully described in “Schedule-A” and is in accordance with the “Hindu Succession Act”.
- H. AND WHEREAS the Owners, above named and their predecessor with a view to develop the property on conjunction with the owners of the adjacent plots of Land had got the said land amalgamated with an area corresponding to **34.25 Decimals** of land falling under L.R. Dag no. 1591 & 1592 under the BL & LRO Barasat and of ward no. 13 previously ward no. 6 of Madyamgram Municipality and renumbered as holding No. 19 previously 17 & 20 of premises “Chandigarh main Road”, and out of the process due to the widening of bounded roads of the plot by the concerned Municipality certain portions of the SAID LAND has also been encroached and wilfully Gifted by the Owners to the Municipal Authority and at present the above named Owner’s are lawfully as well as physically entitled to an area of more or less **11 Decimals** out of the said entire amalgamated Holding or the Entire Premises and out of the mutated L.R. Settlement record in the concerned BL & LRO based on physical survey the owners of the said land are entitled to a recorded area of **11 Decimals** of land in Mouja: Chakraghata, corresponding to **L.R. Dag No. 1593** in place of their titled 12.77 Decimals out of the said entire premises.
- I. Thereafter Upon being approached by the Promoter namely M/S. RISHI PROMOTERS then the “Kars” agreed to enter into and entered into an arrangement with the Promoter to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.
- S. The said Development Agreement was executed on 29th June, 2017 and registered with the office of the Additional Registrar of Assurances - IV Kolkata in its Book no. I,

Volume No. 1904-2017 Pages 287225 to 287280 being Deed no. 190407600 for the year 2017 and thereafter another supplementary Development Agreement duly registered.

- T. The "Kars" also executed a registered Power of Attorney in favour of the nominee of the then Promoter.
- U. Thereafter citing financial insufficiency the said "M/S. RISHI PROMOTER" also lawfully left the project by way of registered cancellation Deeds and left the landlords free from all encumbrances.
- V. Thereafter Upon being approached by the present Promoter namely ARUP CREATIONS PVT. LTD. then the "Kars/owners" agreed to enter into and entered into an arrangement with the Promoter by way of several registered Development agreement and Power of Attorney as mentioned in details above in CLAUSE 8 of "Unit Construction Agreement" and others to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.

**AND WHEREAS** the **Promoter** above named, while looking for some plot of land with a desire to develop, had found the aforesaid land, which is more particularly described under the **Schedule** hereunder provided, suitable for the purpose of construction of multi-storied complex and the **Promoter** has come to learn from reliable sources that the **Land Owners** hereof are also desirous of developing the said plot of land and all of them have decided to join hands in the manner that it will be developed by the **Promoter** who after hearing the view of the **Land Owners** and subject to **duly cancellation of previous development agreement in-between the landlords** unencumbered marketable right, title and possession of the **Land Owners** into and over the aforesaid scheduled land have agreed to develop the said amalgamated plot of land by entering into several **Development Agreements in-between the landlords** for construction of **Multi-storied Buildings** thereon, upon demolishing the existing old construction and over the amalgamated plots of land previously made into a single Holding as per sanctioned plan to be obtained from the Madhyamgram Municipality.

**AND WHEREAS** in pursuance of said talk held between the parties of the said Development Agreements, subsequently being interested to develop their respective Land in question by raising Multi-Storied Building as such the land owners referred to above have entered into three Development Agreements, as mentioned in CLAUSE 8 and others under the terms and conditions contained therein to raise construction of Multi-Storied Buildings thereon so that the **Owners** hand over the vacant possession of the said Schedule mentioned land along with present incomplete structure to the **Promoter** herein.

**AND WHEREAS**, on the strength of the said three Development Agreements and two Power of Attorneys, the Promoter referred to above has initiated a Housing Project on the amalgamated land as stated above as per sanctioned Building Plan prepared by the Architect of the Promoter over the Schedule mentioned land and it was duly sanctioned by the concerned authority of Barasat Municipality, being No. .... dated 05/./2022 with legitimate alteration or modification as may be required by the Promoter the Promoter constructed Multi-Storied Complex (G+...) called by “ **APARTMENT**” comprising different Blocks over the said land morefully described in the Schedule hereunder.

**AND WHEREAS**, In pursuance of the said Plan the Promoter has commenced construction of the said Project at the said Property .Subsequently to the commencement of the Real Estate (Regulation and Development) Act, 2016, the Promoter has applied for registration of the said Project under the provisions of the said Act and has obtained the Registration Number from the said Authority being No. **dated.....**

**AND WHEREAS** In pursuance of and in terms of the said plan the Promoter has completed the construction of the project namely “-----” upon the piece and parcel of the land described in the -----Schedule hereunder written and obtained the Completion Certificate dated .....  
Being no.....from the concerned authority.

**AND WHEREAS** By an Agreement for Sale dated the ..... made between the Owners herein, therein referred to as the Owners of the One Part, and the Purchasers herein, therein referred to as the Allottee of the Other Part

(hereinafter referred to as said **Sale Agreement**) the Owners have agreed to sell and the Purchaser has agreed to purchase ALL THAT a self-contained ....., Being No. – ‘.....’, total measuring ..... sq. ft. (more or less) including Super Built-up Area in the Block – “...” on the ..... Floor, along with a self-contained covered parking space ....., Being No. – ‘.....’, total measuring ..... sq. ft. (more or less) including Super Built-up Area in the Block – “...” on the Ground Floor of the building namely “..... APARTMENT”, mentioned in Schedule below TOGETHER WITH undivided proportion share in the land comprised in the said property lying and situated over the Land mentioned morefully and particularly described under FIRST SCHEDULE hereunder written at and for the Price of Rs. ....,000/- (Rupees ..... lakh ..... Thousand) only, more fully and particularly described in the Part I of the Second Schedule thereunder written Together With the undivided proportionate impartible part or share in the land comprised in the said property more fully and particularly described in the First Schedule (hereinafter referred to as the “said apartment”) thereunder written, attributable to the said apartment Together With the right to park..... car on the ground level of the said building more fully and particularly described in the Part II of the Second Schedule thereunder written and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in Part I of the Third Schedule thereunder written at and for the consideration therein mentioned and on the terms and conditions appearing in the said Sale Agreement forming part of the said agreement and on the other terms and conditions therein contained free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

**AND WHEREAS** The Said Agreement dated ..... was duly registered in the office of ..... in Book no....., Volume no....., Pages from ..... to-----being no..... for the year .....

**AND WHEREAS** At the request of the Purchaser and pursuant to the said Agreement for Sale, the Owners have agreed to transfer the said Apartment and the covered Car Parking Space described in the Part I and Part II of the **Second Schedule** together with undivided proportionate impartible part or share in the land comprised in the said Property more fully and particularly described in the **First Schedule** hereunder written, attributable to the said Apartment to the Purchaser and the Purchaser shall pursuant to the provisions of the said Act transfer the common areas in favour the Association to be formed for the said Project at a later stage under section 10 of the West Bengal Apartment Ownership Act.

**AND WHEREAS** At or before execution of this Indenture, the Purchaser has inspected, investigated and satisfied themselves as follows:-

- i) the title of the Owners to the said Property;
- ii) the validity of the sanctioned plan of the new building;
- iii) the workmanship, specifications, materials used in the said Apartment;
- iv) the structural stability of the building;
- v) the right of the Owners to sell and transfer the said Apartment and the right of the Promoter to construct the said project;
- vi) the carpet area and the super built-up area of the said Apartment and the proportionate common area, facilities and amenities;
- vii) the fittings and fixtures installed and



viii) the location of car parking spaces

**AND WHEREAS** The terms and conditions rights and obligations contained in the said Sale Agreement would apply to this Indenture as far as possible or applicable or practicable.

**AND WHEREAS** Unless in this Indenture there is something contrary or repugnant to the subject or context, the following words shall have the following meanings:

**NOW THIS INDENTURE WITNESSETH THAT :-**

In pursuance of the said agreement and in consideration of the sum of **Rs.** ..... **(Rupees** .....**)** only paid by the Purchaser to the Promoter at or before the execution of these presents (the receipt whereof the Owners and Promoter do hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit, release and discharge the Purchasers and the said Apartment hereby intended to be sold and transferred), the Owners do and each of them doth hereby grant transfer convey assure and assign unto and in favour of the Purchasers **ALL THAT the Apartment No. ....** containing a carpet area of ..... Sq. ft be the same a little more or less corresponding built-up area of ..... Sq.ft. be the same a little more or less and super built-up area of ..... Sq. ft for the registration of Deed of Conveyance and building maintenance charges on the ..... **floor** of the building of the building known as “-----” more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour **RED** thereon Together With the right to park ..... car in the covered car parking space on the ground level of the new building in the parking area within the project—more fully and particularly described in the **Part II** of the **Second Schedule** hereunder written, and

Together With the undivided proportionate impartible part or share in the land comprised in the said property more fully and particularly described in the **First Schedule** hereunder written, attributable to the said Apartment and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part I** and **Part II** of the **Third Schedule** hereunder written, (hereinafter collectively referred to as the **Said Apartment And The Rights And Properties Appurtenant Thereto**) absolutely and forever free from all encumbrances charges liens attachments trusts whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas amenities and facilities in common with Co-Transferees and the other lawful occupants of the said building **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TOGETHER WITH** all rights, liberties, privileges, easements and appurtenances whatsoever of the Owners into or upon the said Apartment and the said undivided, impartible Share hereby conveyed **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers absolutely and forever and free from all encumbrances subject to payment of such common maintenance expenses as mentioned in the **Fourth Schedule** hereunder and in the Said Agreement for Sale.

**AND THE OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH  
HEREBY COVENANT WITH THE PURCHASER** as follows:

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Owners and Promoter done or executed or knowingly suffered to the contrary, the Owners are now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the Said Apartment And The Rights And Properties Appurtenant thereto hereby granted, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use, trust, encumbrances or otherwise whatsoever to alter, defeat, encumber or make void the same.
- (b) AND that notwithstanding any act deed or thing whatsoever as aforesaid, the Owners now have good right, full power and absolute authority to grant, transfer and assign All that the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.
- (c) AND that the Said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispensens, debutter or trusts made or suffered by the Owners or any person or persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And The Rights And Properties Appurtenant thereto.
- (d) AND that the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said

Apartment And The Rights And Properties Appurtenant thereto and receive the rents, issues and profits thereof of the Said Apartment without any lawful eviction, interruption, claim or demand whatsoever from or by the Owners or any persons having or lawfully or equitably claiming as aforesaid.

- (e) AND that the Purchaser shall be kept free, clear and absolutely discharged, saved, harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debutter or trust claims and demands whatsoever created occasioned or made by the Owners and the Promoter or any person or persons lawfully or equitably claiming as aforesaid.
  
- (f) AND further that the Owners and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And The Rights And Properties Appurtenant thereto or any part thereof under or in trust for the Owners shall and will from time to time and at all times hereafter at the request and at the costs of Purchaser make, do, execute or cause to be done and executed all such acts, deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The Rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.
  
- (g) AND also the Owners and the Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the Said Apartment And The Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached or encumbered or affected in title or otherwise.

(h) AND in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days.

(i) The Owners shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchasers produce or cause to be produced to the Purchaser or their Attorney or agents or before any Court, Tribunal, Board Authority or firm for inspection or otherwise as occasion shall require the title deeds in connection with the said Property and also shall at the request at the costs of the Purchaser deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe, unobliterated and uncancelled.

**II. THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNDIVIDED SHARE HEREBY CONVEYED AND THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO CONSTRUCTED BY THE PROMOTER AS FOLLOWS:-**

a) The Purchaser has read and understood the terms of the Agreement

for Sale, which is treated as part of this Indenture, and have accepted the terms and conditions thereof. The Purchaser do and each of them doth hereby covenant with the Promoter to be always bound by the same and shall not violate the same in any manner whatsoever.

b) to co-operate with the Maintenance In charge and other Purchaser in the management and maintenance of the building and the Project and other Common Purposes and formation of the Association.

c) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said building and the said Project and in particular the Common Areas, Amenities and Facilities of the said Project and other common purposes.

d) to use the said Apartment only for residential purpose in a decent and respectable manner and for no other purpose and not to use the said Apartment or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Co-Purchasers/ occupiers of the other portions of the said building and/or to the other owners and occupiers of the said Project or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

e) not to subdivide the said Apartment and the parking spaces or any portion thereof.

f) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the Said Apartment and proportionately for the new building and/or common

parts/areas and wholly for the Said Apartment and/or to make deposits on account thereof in the manner mentioned in the Agreement for Sale to the Promoter and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Said Apartment has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Promoter and upon formation of the Association to such Association.

g) To pay charges for electricity in relation to the said Apartment wholly and proportionately relating to the common parts.

h) To maintain or remain responsible for the structural stability of the Said Apartment and not to do anything which would have the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the Said Apartment any goods which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.

i) not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of his own car.

j) not to park car on the pathway or open spaces of the building at any other place except the space allotted to them and shall use the pathways as would be decided by the Promoter.

k) not to let out transfer or part with the possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Said Apartment with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other Co-owner of the building and

none else.

l) not to allow watchman, driver, domestic servants or any other person employed by the Purchasers or their agents to sleep in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.

m) unless the right of parking motor car is expressly granted and mentioned in the **Part II** of the **Second Schedule** hereunder written, the Purchaser shall not park any motor car or any other vehicle at any place in the building (including in the open space at the said project) and if the right to park car is so expressly granted and mentioned in the **Part II** of the **Second Schedule** the Purchasers shall use the Car Parking Space only for the purpose of parking of his four wheeler.

n) not to keep in the parking place anything other than private four wheeler. Dwelling or staying of any person in the said car parking space or blocking by putting any articles shall not be permitted. No vehicle belonging to the Purchaser or to a member of the family or guest, tenant or lessee shall be parked anywhere in the open space save and except the guest parking space specially designated for the same or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

o) not to use any part of or other Common Areas of the building and the said Project for bathing, washing car or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Co-transferees.

p) to use the Common Areas only to the extent required for ingress to and egress from the Said Apartment of men and materials and passage of utilities and facilities.

q) to keep the common areas, open spaces, parking areas, paths,



passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the building and the said project.

r) not to claim any right whatsoever or howsoever over any other Apartment or portion of the building.

s) not to claim any right of whatsoever nature over and in respect of any terrace appurtenant to any Apartment and not specifically allowed to be used by the Purchaser, and the same shall remain the exclusive property of the apartment owner to whom specific right is or to be so granted.

t) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the Said Apartment save and except a letter-box in the ground floor at the designated place as be expressly approved or provided by the Promoter and a decent nameplate or signage outside or above the main gate of their Said Apartment. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Said Apartment.

u) not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Maintenance in-charge in writing or in the manner as same as may be in which it was previously decorated.

v) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other common Areas or in any other portion of the building nor into lavatories, cisterns, water or soil pipes serving the building nor allow or permit any other Co-transferee to do so.

w) to keep the Said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartment/parts of the building and not to do or cause to be done anything in or around the Said Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment. In particular and without prejudice to the generality to the foregoing, the Purchasers do and each of them doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the Said Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

x) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the said Apartment.

y) maintain at their own costs, the Said Apartment in the same good condition state and order – clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, local Municipality, and/or any statutory authority and/or local body with regard to the user and maintenance of the Said

Apartment as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the building and the project and to make such additions and alterations in or about or relating to the Said Apartment and/or the building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Owners and Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Owners and Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchaser.

z) to keep all the pipes, drains, basins, sinks and water closets, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.

aa) to collect and/or to remove all refuse or rubbish whatsoever from the Said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places in the building or in the project by the Maintenance In-charge.

bb) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Said Apartment or any part of the building or the project any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the Said Apartment save and except such as shall have been previously approved in writing by the Maintenance in-charge.

cc) not to change or in any way, vary the frontage or the entrance door of the Said Apartment approved by the Promoter or Maintenance in-charge for access to the Said Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Promoter or Maintenance in-charge, which shall not to be unreasonably withheld.

dd) not to place or take into the lifts without the prior approval of Maintenance in-charge any baggage, furniture, heavy articles or other goods.

ee) not to store any combustible or inflammable articles inside the Said Apartment or in part or portion of the building and the said Project except the cooking gas for cooking purpose.

ff) not to discharge into any conducting media that serve the building any substance that may obstruct or cause damage or danger any noxious, poisonous or radioactive matter or anything likely to pollute or contaminate.

ii) to fix or install air conditioners only at the designated place within the Said Apartment and not elsewhere.

jj) no bird or animal shall be kept or harboured in the common area of the building and the said project.

kk) no Purchaser shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in the Said Apartment which shall cause disturbance or annoyance to the other occupants/residents of the building.

ll) not to hang or put any clothes in or upon the windows balconies

and other portions which may be exposed in a manner or be visible to the outsiders.

mm) not to use any part of the common areas for social and public gathering and not to allow children play in the stairways or elevators.

nn) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Said Apartment any weight higher than its load bearing capacity or as the Maintenance-In-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be noisy or cause dangerous vibration or be a nuisance to the other occupants/ residents of the building.

oo) to permit the Promoter or Maintenance-In-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with minimum 24 hours prior notice in writing to the Purchaser to enter upon the Said Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining space for all defects, decays and want of repairs there found.

pp) no sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.

qq) water-closets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment owner in whose Apartment it shall have been caused.

rr) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

ss) The Purchaser shall access the entrance exclusively meant and constructed for residential purpose only.

vv) To abide by all such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association.

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

- i) In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amount payable by the Purchaser under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then

without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Association interest at the rate of 12% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to :

- (a) disconnect the supply of electricity to the said Apartment.

(b) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and their family members, servants, visitors, guests, tenants, licenses and/or the Said Apartment.

(c) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Apartment.

ii) The Purchaser and all persons under them shall observe all the Rules and Regulations that be framed by the Association from time to time.

iii) The right of the Purchaser shall remain restricted to the respective Apartment and the properties appurtenant thereto and the Purchasers shall have no right nor shall claim any right over and in respect of any other Apartment and/or any other portions/areas of the said Project.

iv) The Purchaser shall apply at his cost for separate mutation assessment of the Said Apartment for municipal taxes and mutation of their name in respect of the said Apartment in the records of the Local Municipal Authority

v) From the date next to the date of making over possession of the said Apartment to the Purchasers, the Purchasers shall bear, pay and discharge exclusively the following expenses and outgoings:-

a) Municipal rates and taxes and water tax, if any, assessed in respect of the said Apartment .

b) Until a separate meter is installed in respect of the said apartment the purchaser shall pay the electricity charges to the Maintenance-in-charge based on the reading shown in the sub-meter provided for the said apartment.

c) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Promoter or the Maintenance-In-Charge on account of major repairs, replacement etc., of such Generator etc.;

d) The proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Promoter or the Maintenance-In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchasers shall pay to the Promoter or the Maintenance-In-Charge the maintenance charges calculated on actual basis per square feet per month of the super built-up area of the said Apartment together with the proportionate common areas appurtenant to the said Apartment. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter or the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchasers.

vi) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh (7<sup>th</sup>) day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter or the Maintenance-In-Charge. The bills and demands for the amounts payable by the Purchasers shall be deemed to have been served upon the Purchaser/s, in the event the same is left in the Said Apartment or any other place earmarked for the purposes thereof in the project.

vii) The Maintenance-in-Charge shall look after the Common Purposes



and the Purchasers undertake to regularly and punctually pay to the Maintenance-in-charge the maintenance charges and other amounts payable by the Purchasers hereunder.

viii) The Purchasers shall observe the covenants as be deemed reasonable by the Maintenance-In-Charge from time to time for the common purposes.

ix) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchasers shall be deemed to be the act, default or omission of the Purchasers.

x) The proportionate share of the Purchasers in various matters referred herein shall be such as be determined by the Promoter and the Purchasers shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

xi) Save and except the Said Apartment the Purchasers shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartment and spaces or constructed areas or Car Parking Spaces at the building and the project and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Owners and the Promoter in their absolute discretion, shall think fit and proper and the Purchasers hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Owners and the Promoter exclusively.

xii) The undivided share in the land comprised in the said Property and in the said Project hereby sold and transferred and attributable to the Said Apartment shall always remain indivisible and impartible.

## **FIRST SCHEDULE (TOTAL LAND)**

### **(Description of FIRST LAND):**

ALL THAT the piece and parcel of land measuring **34.25 Decimals** together with all structures standing thereon, lying and situated at Mouza: Chakraghata, J.L no. 26, Touzi No, 146, Pargana: Anwarpur, Comprised in R.S. Dag No. 90 (34.25 Decimals), and L.R. Dag No. 1591(26 Decimal) and 1592 (8.25 Decimal),corresponding to R.S. Khatian No. 393, 394 and 395, being L.R. Khatian No. 776, 777, 778, 779, 780 & 781, within the local limits of Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19(part) and formerly 20, Chandigarh Main Road, A.D.S.R.O : Barasat, P.S: Madhyamgram, Block: Barasat-II, District: North 24 Parganas.

### **(Description of SECOND LAND):**

ALL THAT piece and parcel of land measuring **11 Decimals** together with all structures standing thereon, lying and situated at Mouza: Chakraghata, J.L no. 26, Touzi No: 146, Re.Sa. 136, Pargana: Anwarpur, Comprised in Dag No. 72 & 116, and L.R. Dag No. 1593 corresponding to R.S. Khatian No. 121 and 126, being L.R. Khatian No. 955, 956, 957 & 958, (Total area of Land- 11 Decimal), within the local limits of Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19 formerly 17, Chandigarh Main Road, A.D.S.R.O : Barasat, P.S: Madhyamgram, Block: Barasat-II, District: North 24 Parganas.

**ALL THAT Land aggregating to 45.25 Decimals** (collectively said Premises, at 3 No. Chandigarh Road) present **Municipal Ward No. – 13, Holding No. – 19 Chandigarh Main Road**, after amalgamation of above two plots of land), which is denoted herein as entire land and butted and bounded by :-

On the North : Land of .  
On the South :  
On the East : .  
On the West : .

## **SECOND SCHEDULE**

### **(Description of Apartment)**

**ALL THAT a self-contained ....., Being No. – ‘.....’, total measuring ..... sq. ft. (more or**

less) including Super Built-up Area in the Block – “....” on the ..... Floor, along with a self-contained covered parking space ....., Being No. – ‘.....’, total measuring ..... sq. ft. (more or less) including Super Built-up Area in the Block – “....” on the Ground Floor of the building namely “..... APARTMENT”, with proportionate share of the land TOGETHER WITH impart-able, un-demarcated and undivided proportionate share of the land and right of roof (limited portion) as common which the said building is situated along with other common parts services and/or facilities as per Third Schedule of the present Deed.

**(PART II)**

**(CAR PARKING SPACE)**

**ALL THAT** the right to park ..... Car in the Open/Covered Parking Space no. .... on the ground floor of the Premises.

**THE THIRD SCHEDULE ABOVE REFERRED TO :~**

**(List of Common Properties)**

1. The underneath land of the proposed building “BIBHA APARTMENT”.
2. The foundation, beams, supports, main walls, passage etc.
3. The underground water reservoir with overhead tank together with main pipe line from the overhead tank.
4. R.C. overhead Tank.
5. Pump room with motor and pump and pipes.
6. Water and sewerage evacuation pipes and sewage common to the building.
7. Boundary wall and main entrance on the ground floor.
8. Electrical installation.
9. Staircase and landing.

**THE FORTH SCHEDULE ABOVE REFERRED TO :~**

**(Conditions obligation and/or restriction recognised by and/or to be observed and performed by the Purchaser/s)**

1. All charge for consumption of electricity for common areas and facilities shall be borne and paid by all the Owners proportionately.

2. The cost of maintenance, repair, replacement and/or installation as the case may be in respect of common properties mentioned in the THIRD SCHEDULE hereinbefore written shall be formed and paid by all Owners proportionately.
3. The Purchaser/s shall at his/her/their own cost get his/her/their name/s mutated in respect of the said Unit with the Barasat Municipality.
4. If at any time any additional erection such as tube-well and water pump etc. be required to install in the said building thereto will be done with the mutual consent of all the Owners thereof and all expenses in connection therewith will be borne and paid by the Apartment/Shop/Office Owners proportionately.
5. That neither of the parties hereto shall act in any manner so as cause nuisance or annoyance to the Owners of the said building.
6. That the Purchaser/s will at his/her/their own costs take in his/her/their name/s separate meter or sub-meter for supply of electricity for the Unit at his/her/their own costs and expenses.
7. That the Purchaser/s will not demolish or damage or cause or permit to be demolished or damaged the floor or any part thereof nor make any alteration in the main structure like beams, walls etc.
8. The building will be known as “**BIBHAB APARTMENT**”

**SIGNED AND DELIVERED**

at Barasat in the Presence of :-

**WITNESSES :-**

1.

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**Land Owners represented by  
their Constituted Attorney**

2.

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**Signature of the Promoter**

This **'Deed of Conveyance'**

is drafted and prepared

by me at my office :-

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**Signature of the Purchaser**



**WITNESSES :**

**Drafted by :**









