

This Indenture made on this the day of 2023

BETWEEN

M/s Mahansaria & Sons Pvt. Ltd. (PAN Card no. AACCC2999R), a Company incorporated under the provisions of Companies act, 1956, having it's registered office at 109, Netaji Subhas Road, P.O. Harinavi P.S. Sonarpur, Kolkata- 700145 represented by it's Director Sri Vivek Mahansaria (PAN Card No. AEXPM4003J), (Aadhaar Card No.207568795039), S/o Sri. Basudeo Mahansaria, by faith Hindu, by occupation .Businessman, residing at 27A, Rowland Road, Ballygunge, Kolkata- 700020 hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include it's Successor-in- Interest , Agents and Assigns) of the **ONE PART**.

AND

MS. RAJEENA KHATUN (PAN No. BTJPK3495C) (AADHAR NO. 256895514465) wife of Moslem Ali Mia aged about-37 years residing at Nalangibari, Nishiganj, Mathabhanga II, Nishigunj, Cooch Behar, P.O. , P.S. , South 24 Parganas, West Bengal-736157and **MR.ARIF BILLAH GHARAMI** (PAN NO. CAEPG5721L) (AADHAR NO. 895395788219) son of MD. Ruhullah Gharami aged about 29 years residing at SWEET HOME APARTMENT, P.O. & P.S. Baruipur, South 24 Parganas, West Bengal-700144 hereinafter jointly referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representative, successor-in- Interest, Agents and Assigns) of the **OTHER PART**.

WHEREAS by an Indenture of Conveyance dated 28.01.2011 made between **Jitendra Agarwal & Anr** therein referred to as the Vendor of the ONE PART and **M/s Mahansaria & Sons Pvt. Ltd.** (the Vendor herein) therein referred to as the Purchasers duly registered in Book No.I, CD Volume no. 3, Pages from 1431 to 1445 being no. 00673 for the year 2011, the Vendor herein for the consideration as mentioned therein purchased and acquired ALL THAT piece or parcel of Danga Land containing 16 Sataks equivalent to 9 Cottahs 10 Chittaks 39.6 Sq.Ft. more or less togetherwith structure containing about 140Sq.Ft super built up area standing thereon being the portion of Dag no. 184, Khatian no. 669 and 360, J.L.no. 79, of Mouza. Mahinagar, (within the Rajpur Sonarpur Minicipality) being holding no,

17, Netaji Subhas Road, (Mahinagar) Ward no. 20, P.S. Sonarpur, Kolkata (morefully and particularly described in the 1st Schedule hereunder written and herein called the said "Property" free from all encumbrances , charges, liabilities, lispences, acquisition, alignments, attachments, whatsoever subject to payment of Annual Rent and Municipal Taxes in respect thereof.

AND WHEREAS upon purchase of the said property the Vendor herein has duly got it's name mutated in the records of Rajpur Sonarpur Municipality.

AND WHEREAS the Vendor herein formulated a scheme to construct building/buildings containing self contained residential flats and commercial spaces on the said property and got a building plan duly sanctioned the Rajpur Sonarpur Municipality being Sanction Plan no. 2132/CB/22/22 dated 30.05.2012 and subsequently the Vendor undertook construction of the said buildings on the said property in pursuance of the said plan.

AND WHEREAS by and under the said Plan the Vendor has become entitled to construct erect and complete a new building/s at the said Premises comprising of several flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other and to be ultimately sold and transferred unto and in favor of various intending Purchaser for the consideration agreed upon.

AND WHEREAS the Vendor has completed the construction of a New Building at the said premises in accordance with the said Plan comprising of G+4 floors and the said building is known as "NARAYANI SOUTH" having 19 units/flats.

AND WHEREAS after commencement of the work of construction of the said new building the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the said ACT) and the rules framed thereunder (hereinafter referred to as the RULES) had come into force and in accordance with the provisions of the said Act and the Rules framed thereunder the Vendor intends to sell and transfer the various flats, units, apartments and sanctioned car parking spaces to various intending Purchasers and the Vendor has caused itself to be registered with the concerned authorities being the Housing Industry Regulatory Authority under Sub Section 1 of Section 20 of the said Act.

AND WHEREAS the Purchaser being desirous to own or acquire a Flat/Unit at the said new building/s and has approached the Vendor and the Vendor has agreed to sell the same and the Purchaser has agreed to purchase the said Flat/Unit TOGETHER WITH the proportionate share or interest in all common areas and installations and TOGETHER WITH the undivided proportionate share in the land comprised in the said premises attributable thereto, more fully and particularly described in the SECOND SCHEDULE and the parties have entered into an Agreement for Sale dated 26th June 2023 wherein the Vendor has agreed to sell and the Purchasers have agreed to purchase acquire residential unit being unit no. 3A, containing an area of 889 Sq.Ft. on the 3rd floor of the said building at and for a consideration of Rs.34,00,000 (Rupees Thirty Four Lakh only) under the terms and conditions and covenants as mentioned therein.

AND WHEREAS the Purchaser has duly examined and got fully satisfied about the right, title and interest of the Vendor in the said premises

and has also got himself satisfied with regard to the title of the Vendor and has also taken Inspection of the sanctioned Plan and has got themselves satisfied about the same and has no objection with regard thereto.

AND WHEREAS the Vendor has also assured the Purchaser that there remains no dues of any statutory liabilities in respect of the said flat as on the date of purchaser and indemnifies the purchaser against any such dues and/or demands if raised for the period prior to purchase of the said flat by any such body and or authority.

AND WHEREAS the Vendor has informed the Purchaser that the scheduled flat is not mortgaged/hypothecated with any bank/banks, financial institutions and/or any third party or that there is no charge , lien or any claim whatsoever over and in respect of the scheduled flat or against the vendor herein.

AND WHEREAS the Vendor has provided Xerox copies of the Title Deeds of the scheduled property to the purchaser who have got themselves fully satisfied with the Title of the vendor and have agreed to purchase the scheduled property at and for a sum of Rs.34,00,000 (Rupees Thirty four Lakh only).

NOW THIS INDENTURE WITNESSETH as follows that the **Vendor** doth hereby admits and acknowledges the receipt of the consideration money of the sum of Rs.34,00,000 (Rupees Thirty four Lakh only) paid by the **Purchaser** to the **Vendor** (the receipt whereof the **Vendor** doth hereby as

also by the Memo hereunder written admits and acknowledges and of and from the payment of the same for ever release, discharge, and acquit the **Purchaser** and the said Flat and premises hereafter conveyed more fully described in the Schedule hereunder written) and the **Vendor** doth hereby indefeasibly grant sell, convey, transfer, assign and assure unto and to the **Purchasers ALL THAT** residential flat being no. 3A containing an area of 889 sq.ft. (super built up) on the 3rd. floor of the building “ NARAYANI SOUTH’ at Premises No. 17, Netaji Subhas Road, (Mahinagar) Ward no. 20, P.S. Sonarpur, Kolkata **TOGETHER WITH** ways, paths, passages, structures, sheds, buildings and all former and other rights, title, interest, liberties, easements, quasi easement, privileges, appendages and appurtenances whatsoever in the said Plot of Land or in anyway appertaining to or with the same or any part thereof held used occupied or enjoyed with the same or reputed to belong or be appurtenant thereto all the estates, right, title, interest, property, claim and damages whatsoever both at law or in equity of the Vendor into and upon the said premises hereinbefore granted and conveyed or otherwise expressed or intended so to be and every part thereof and the revision or revisions remainder or remainders and the rents issues and profits thereto and or every part thereof **TOGETHERWITH** all deeds, pattahs, muniments, writings land evidences of title, thereto or in anywise exclusively relating to and/or concerning the said plot of land (as mentioned in the schedule hereunder written) hereinbefore granted conveyed or otherwise expressed or intended to be and every part thereof while now are or hereafter shall or may be in the custody of the said Vendor or any other person or persons from whom the said Vendor may procure that same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said Flat and hereinbefore granted and conveyed or otherwise expressed or intended to be and every part thereof unto and to the use of the Purchasers absolutely and forever and free from all encumbrances whatsoever made or suffered by the

said Vendor and their respective ancestors on title or any person claiming under or on trust for the said Vendor doth hereby covenant with the Purchasers **THAT NOTWITHSTANDING** any act, deed, matter or things by the said Vendors or any of their respective ancestor in title of or otherwise hereinbefore granted and conveyed or otherwise expressed or intended to be and every part thereof for a perfect and indefeasible estate of inheritance, free from all encumbrances whatsoever, without any manner or condition use of trust or other things whatsoever to alter defect, encumber and/or make void the same **AND NOTWITHSTANDING** and such act, deed, matter or thing whatsoever as aforesaid the said Vendor have now as his/her full right full power and absolute authority to grant convey, transfer, assure and assign the said premises and every part thereof hereinbefore granted leased conveyed or other expressed or intended to be unto and to the use of the Purchasers herein in manner aforesaid and the Purchasers shall and all times hereafter peaceably and quietly hold, possess and enjoy the said Flat and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said Vendor or any of their ancestors in title or any person/persons having or lawfully and equitably claiming any estate or interest in the said Flat from under or in trust for the said Vendor (or any of their respect ancestors in title) and that free and clear and freely and clearly an absolutely acquired exonerated discharged saved harmless and kept indemnified against all estates and all manner of mortgages, charges, liens, lispenses, liabilities, and encumbrances, whatsoever, if any, created by the said Vendor or any of the ancestors in title or any person or persons having or lawfully and equitably claiming any estate or interest in the said Flat from under or in trust for the said Vendor or any of their ancestors in title and the said Vendor and all persons having lawfully and equitably claiming any estate or interest in the said Flat or any part thereof from under or in trust for the said Vendor or any of their ancestors in title shall

and will from time to time and at all times hereafter at the request and cost of the Purchasers or any person or persons claiming through them do and execute or cause to be done and executed all such acts, deeds, matters and things for further better and more perfectly assuring the said Premises and every part thereof unto the use of the Purchasers unto the manner aforesaid as shall or may be reasonably required. The said Vendors further covenants with the Purchasers that the said Flat (as mentioned in the schedule hereunder written) is not been mortgaged with any Bank or any Non Banking Financial Institutions and that no money or monies has been taken in lieu of the said Flat or any part thereof by either of the Vendor.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

a) THAT notwithstanding any act deed or things by the vendors or predecessors -in- title made done or executed knowingly suffered to the contrary the vendor are now lawfully and rightfully seized and possessed of the 'said flat' and have good right full and absolute power and indefeasible title to grant sell, transfer, convey, assign and assure the 'said Flat' hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all appurtenances unto the Purchasers in the manner aforesaid.

b) THAT the Vendor have specifically represented that besides the Vendors there are no other legal owner or claimants to the 'said flat' and that if in future any claim or demand arises with respect to the 'said flat' the Vendors undertake to keep the Purchaser's indemnified at all times hereafter against all such claim or action.

c) THAT the Vendor have not any time heretofore made committed executed or knowingly or willingly permitted or suffered or have been a party to any act deed or things whereby and by reason whereof the 'said flat' hereby conveyed and expresses so to be or any part thereof can sell or may be impeached charged encumbered in title or estate or otherwise prejudicially affected in any manner and whatsoever and that the 'said flat' are freed and discharged free and against all manners of encumbrances , charges, liens, trusts, and attachments whatsoever.

d) THAT the Vendor shall indemnify and keep the Purchaser fully discharged against the estate charges encumbrances liens attachments lispenses uses trusts claim or demands whatsoever create occasioned or made by the Vendor or any person lawfully or equitably or rightfully claiming as aforesaid from them.

e) THAT the Vendor agreed to bear and pay all the Municipal rates, taxes, electricity, charges, and all other rates and taxes, levies, and other outgoings, whatsoever accruing due and payable in respect of the 'said flat' for all the period prior to and upto the date of these presents.

f) THAT the Vendor and all persons, having or lawfully or equitably claiming any estate or any interest in the 'said flat' hereby conveyed or any part thereof, from under or in trusts for the Vendors, at the request and cost of the Purchasers or any other claiming through or under him shall do and execute and cause to be done and executed all such acts, deeds or things whatsoever at the cost of the purchasers for further and more perfectly assuring the 'said flat' and every part thereof, unto the purchasers, as shall or may be reasonably required by the Purchasers or any one claiming through or under them.

AND THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:

a) THAT the Purchasers shall have free heritable and transferable right with respect to the 'said flat' and the properties and the rights hereby conveyed by the vendors.

b) THAT the Purchasers shall forthwith apply for and get it's name mutated in the records of the Municipal body as also all the appropriate Government authorities and/or departments in this regard and the Vendor have no objection thereto and shall sign execute and deliver all or any necessary papers and documents signifying their consent for the purpose as may be necessary or required by the Purchasers.

c) That the Purchaser shall forthwith get himself registered as member of the Society/Association and shall follow all the rules and regulations of the said Association.

AND THE VENDOR AND PURCHASERS doth hereby undertake agree and covenant with each other that they shall comply with and observe all the terms conditions and covenants as require to be complied observed and performed by and under these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Premises)

ALL THAT piece or parcel of Danga Land containing 16 Sataks equivalent to 9 Cottahs 10 Chittaks 39.6 Sq.Ft. more or less togetherwith structure containing about 140Sq.Ft super built up area standing thereon

being the portion of Dag no. 184, Khatian no. 669 and 360, J.L.no. 79, of Mouza. Mahinagar, (within the Rajpur Sonarpur Minicipality) being holding no, 17, Netaji Subhas Road, (Mahinagar) Ward no. 20, P.S. Sonarpur, Kolkata with all easement rights attached to the said land more fully and particularly delineated in the Map or Plan annexed hereto and shown in RED butted and bounded as follows:

NORTH	:	Dag No.185;
SOUTH	:	Dag No.184;
EAST	:	Dag No.182;
WEST	:	Kulpi Road (Baruipur to Garia).

THE SECOND SCHEDULE ABOVE REFERRED TO

(Said Unit)

All that the Residential Flat/Unit No. 3A admeasuring 889sq. ft. (super built up area) on the 3rd Floor of the building being commonly known as “NARAYANI SOUTH” (within the Rajpur Sonarpur Minicipality) being holding no, 17, Netaji Subhas Road, (Mahinagar) Ward no. 20, P.S. Sonarpur, Kolkata **TOGETHER WITH** undivided proportionate share in the land comprised in the Said Premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

(PART-I-COMMON PARTS & PORTIONS)

1. The foundations, columns, beams, supports, corridors, lobby, stairs, stairways, landings and entrances.

2. Drains and sewers from the premises to the municipal duct.
3. Water sewers and drainage, evacuation pipes from the Unit to the drains and sewers common to the premises.
4. Toilets and bathrooms in the ground floor of the premises for use of the durwans of the premises and/or servants.
5. The durwans' quarters with electrical wiring.
6. Boundary walls of the premises including outside walls of the said building and main gates.

PART-II (LIMITED COMMON PARTS AND PORTIONS)

1. Roof of the building
2. Lifts, Lift room, Lift-shafts and lift installations for the residential block occupants.
3. Pump, Pump room and pump installations
4. Tube well and its installations,
5. Drains
6. Sewers

7. Boundary walls
8. Main gates
9. Paths and passages
10. Staircases and lobbies for residential block
11. Water reservoir

**SIGNED SEALED AND
DELIVERED** by the **VENDOR** at
Kolkata in the presence of:

1.

2.

**SIGNED SEALED AND
DELIVERED** by the **PURCHASER** at
Kolkata in the presence of:

1.

2.

Drafted by:

Aditya Garodia.Advocate.

(WB/1003/1999)

High Court, Calcutta.

MEMO OF CONSIDERATION

DATE	CHEQUE/DD NO.	BANK	AMOUNT

Witness:

1.

2.

VENDOR