

THIS INDENTURE is made on this the _____ day of _____, Two Thousand Thirteen (2013), **B E T W E E N** **SRI SHYAMAL BOSE**, PAN AECPB4708A, **son of Late Surendra Nath Bose**, by faith Hindu, by Nationality Indian, by occupation businesss, residing at 15 Selimpore Road, P.O Selimpore, P.S Kasba, Kolkata- 700031, 24 Parganas (South), hereinafter called and referred to as the **'OWNER'** (which expression unless repugnant to the context shall mean and include his/heir/heirs,executor/executors,administrator/administrator,representative/representatives and assigns/assigns) being represented by his Constituted Attorney **B.P BUILDER & DEVELOPER**, a proprietorship concern having it's original place of business at 24 Anjuman Ara Row, PO & PS Jadavpur, Kolkata-700033 and being represented by its sole Proprietor **SRI PROSENJIT PAITH**, PAN AKYPP3748A, son of Sri Sudhir Kumar Paith, by faith Hindu, by occupation business, residing at 24 Anjuman Ara Begum Row, Police Station Jadavpur, Kolkata-700033, District 24 Parganas south, **FIRST PART** :

A N D

....., PAN, son/daughter of, ,residing at, , hereinafter called and referred to as the **'PURCHASER'/ALLOTTEE** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives, administrators and assigns) of the **SECOND PART** .

A N D

B.P BUILDER & DEVELOPER, a proprietorship concern having its original place of business at 24 Anjuman Ara Row, PO & PS Jadavpur, Kolkata-700033 and being represented by its sole Proprietor **SRI PROSENJIT PAITH**, PAN AKYPP3748A, son of Sri Sudhir Kumar Paith, by faith Hindu, by occupation business, residing at 24 Anjuman Ara Begum Row, Police Station Jadavpur, Kolkata-700033, District 24 Parganas south,hereinafter called and referred to as the **'DEVELOPER'/CONFIRMING PARTY** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives, administrators and assigns) of the **THIRD PART**.

WHEREAS the OWNER herein is the absolute owner of all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto, for the brevity hereinafter refer to as **“SAID PROPERTY”**, morefully described in the FIRST SCHEDULE hereunder written, free from all encumbrances, charges , liens, lispence, attachments, trust or any claims and demands in any manner whatsoever.

AND WHEREAS the piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto, for the brevity hereinafter refer to as **“SAID LAND”**, morefully described in the SECOND SCHEDULE hereunder written, was initially owned by one Union Company Limited and one Surendra Nath Bose purchased the said land by virtue of a deed of Indenture dated 03/03/1952, duly registered at A.D.S.R Alipore and recorded in Book No1, Volume No 35, pages 210 to 217 being deed no 2262 for the year 1952 and constructed one three storied dwelling house from his own and started enjoying the same.

AND WHEREAS the abovestated Surendra Nath Bose died 26/05/1971 and during his lifetime said Surendra Nath Bose bequeathed all of his moveable and immovable properties between his two sons Amalendu Bose and Shymal Bose and his elder sister in law Charu Bala Basu by virtue of his last Will and Testament which was registered at Sub Registrar Alipore Sadar and duly recorded in Book No III, Volume No 6 pages 40 to 43 dated 06/03/1959.

AND WHEREAS said Amalendu Bose being the executor of the last Will and Testament of his deceased father applied for granting Probate before the District Delegate, Alipore in the year 1987 being the Probate Case No 316 of 1987 and the said Probate has been granted by the Ld District Delegate Alipore on 13/02/1991 in favour of the Amalendu Bose.

AND WHEREAS said Surendra Nath Bose since deceased bequeathed the “SAID PROPERTY” to Shymal Bose his son and his elder sister in law Charu Bala Basu. It was also settled in the said Will and Testament of the said Surendra Nath Bose since deceased that his elder sister in law Charu Bala Basu should use the her portion in the said property for dwelling purpose and with the demise of said Charu Bala Bose the said Shyamal Bose the OWNER herein would be the owner of the property and by attending his age 30 he would be entitled to the absolute title of the SAID PROPERTY.

AND WHEREAS the OWNER herein seized and possessed the absolute ownership over the said property, having been desirous to develop the said plot by constructing the G+4 storied building upon the SAID LAND, but due to paucity of the funds and lack of technical and practical knowledge of such construction work, has entered into an agreement for joint development with the said all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto, fully described in the FIRST SCHEDULE hereunder written, with the THIRD PART herein, and said agreement has duly been registered at the office of A.D.S.R Alipore, which is recorded in Book no. I, CD Volume no. 1605-2016, pages from 72444 to 72487, Being no. 160502673, for the year 2016 dated 18/04/2016 on such terms and conditions are mentioned therein, free from all encumbrances.

AND WHEREAS the OWNER herein also executed one “Power of Attorney” in favour of the FIRST PART herein subsequent to the said joint development Agreement regarding all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation area under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto, fully described in the FIRST SCHEDULE hereunder written, and said Power Of Attorney has duly been registered at the office of A.D.S.R Alipore, which is recorded in Book no. 1 , CD Volume no. –

1605-2016, pages from 71906 to 72023, Being no.160502686, for the year 2016 dated 18/04/2016

AND WHEREAS the THIRD PART herein has started construction of the proposed building as per building plan no 2018100277 dated 15/02/2019., duly sanctioned by Kolkata Municipal Corporation, consisting of several flats, car parking spaces and other spaces and the FIRST PART and THIRD PART herein are entitled to sell their respective allocation which includes flats, car parking space and other spaces, in the proposed building.

AND WHEREAS the THIRD PART herein have constructed the said proposed G+4 building as per the terms and conditions of the said Development Agreement and registered the said project under the HIRA Act and obtained the no being _____ and also obtained completion certificate from the Kolkata Municipal Corporation.

AND WHEREAS the Purchaser / SECOND PART is desirous to purchase one flat in the abovementioned building under construction area measuring about square feet (_____ square meter) from Developer's allocation. The Purchaser/SECOND PART is also inclined to pay consideration to THIRD PART.

AND WHEREAS the FIRST PART and the THIRD PART herein declares to sell one self-contained flat being Flat No " " in the floor, measuring more or less sq. ft.(_____ sq mt) super built up is included in the Developer's allocation, together with undivided share and interest of the land and together with the rights on common service areas and facilities attached thereto, situate at premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), within the Kolkata Municipal Corporation area under the Ward No 94 applicable together with undivided share and interest of the said plot, lying and situate at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 & 764, A.D.S.R Alipore, for the brevity hereinafter referred to as the 'SAID FLAT' fully described in the THIRD SCHEDULE hereunder written, and the Purchaser/SECOND PART herein upon satisfied himself/herself as to the marketable title of the said land of the owner and the right and interest of the Developer herein, has agreed to purchase the SAID FLAT fully described in the THIRD SCHEDULE hereunder written at and for the total consideration of Rs...../- (.....) only plus GST as applicable and has paid a sum of Rs./- (.....) only to the THIRD PART , plus GST as applicable,

in such manner as stated in the memo of consideration as the part consideration against the SAID FLAT, to the THIRD PART ,

WHEREAS in the premises as recited above, the FIRST PART herein has inclined to sell said flat being no. , measuring a little more or less sq. ft. super built up area, in the floor, side of the building together with undivided proportionate share in the said plot together with rights on the common service areas, parts and facilities appertaining thereto, at premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), within the Kolkata Municipal Corporation area under the Ward No 94 applicable together with undivided share and interest of the said plot, lying and situate at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 & 764, A.D.S.R Alipore, for the brevity hereinafter referred to as the 'SAID FLAT' fully described in the THIRD SCHEDULE hereunder written, for and at a total consideration of Rs. /- (Rupees) only and the purchaser/SECOND PART herein has satisfied himself as to the marketable title of the Vendor /FIRST PART herein in and upon the said plot and the right and authority of the THIRD PART herein for such construction, the SECOND PART herein has agreed to Purchase the said Flat fully described in the Second Schedule hereunder written, for and at a total consideration of Rs. /- (Rupees) only and the FIRST PART and THIRD PART hereto have executed an Agreement for Sale on with the SECOND PART herein in respect of the said flat and in pursuance of the said agreement, the SECOND PART herein has paid the entire consideration against the said flat being no.at or before execution of these presents to the THIRD PART herein and the FIRST PART and the THIRD PART herein have jointly agreed to execute and register these presents, in connection with the said agreement, unto and in favour of the SECOND PART herein in unencumbered manner.

AND FURTHER

- A) **THE SAID ACT** shall mean The West Bengal Housing Industry Regulation Act 2017.
- B) **LAND** shall mean the entire land fully described in the SECOND SCHEDULE hereunder written.
- C) **SAID PROPERTY** shall mean the entire land fully described in the FIRST SCHEDULE hereunder written

- D) **OWNER** shall mean SRI SHYAMAL BOSE, PAN AECPB4708A, son of Late Surendra Nath Bose, by faith Hindu, by Nationality Indian, by occupation businesss, residing at 15 Selimpore Road, P.O Selimpore, P.S Kasba, Kolkata- 700031, 24 Parganas (South), (which expression unless repugnant to the context shall mean and include)his/heir/heirs/executor/executors,administrator/administrat or,representative/representatives and assigns/assigns).
- E) **DEVELOPER** shall mean B.P BUILDER & DEVELOPER, a proprietorship concern having it's original place of business at 24 Anjuman Ara Row, PO & PS Jadavpur, Kolkata-700033 and being represented by its sole Proprietor SRI PROSENJIT PAITH, PAN AKYPP3748A, son of Sri Sudhir Kumar Paith, by faith Hindu, by occupation business, residing at 24 Anjuman Ara Begum Row, Police Station Jadavpur, Kolkata-700033, District 24 Parganas south, hereinafter called and referred to as the (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives, administrators and assigns).
- F) **TITLE DEED** shall mean all deeds, documents, papers and writings regarding the title of the property.
- G) **THE BUILDING** shall mean the building to be constructed and completed upon the said land, in accordance with the sanctioned building plan and such building shall be known and called as "**NILANJANA APARTMENT**".
- H) **SAID FLAT** shall mean one self contained flat measuring a little more or lessSft. Super Built up area in the Floor Side of the proposed G+4 building namely "**NILANJANA APARTMENT**" to be constructed upon the said land, fully described in the THIRD SCHEDULE written herein below.
- I) **OWNER'S ALLOCATION** shall mean one self contained flat measuring a little more or less 800 Sq. ft. Super Built up area in the 1st Floor south eastern Side of the pr proposed building and one open car parking space measuring a little more or less 120 Sq ft together with the rights on common service areas and facilities attached thereto, situate at premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), within the Kolkata Municipal Corporation area under the Ward No 94.
- J) **DEVELOPER'S ALLOCATION** shall mean the flats remaining flats in the proposed G+4 building after excluding the OWNER'S ALLOCATION.

- K) **THE COMMON AREAS AND FACILITIES** shall mean the common portion and areas in and around the building as are outside and beyond of any exclusive areas of any flat or unit, fully described in the FOURTH SCHEDULE hereunder written.
- L) **THE COMMON COST & EXPENSES** shall mean the expenses to be incurred for the common purposes as described in the FIFTH SCHEDULE hereunder written.
- M) **THE CO-OWNERS** shall mean all persons agreeing to own any unit or flat other than the purchaser herein and including the owner in respect of un-acquired units of the flat or any space or spaces in the building.
- N) **THE COMMON PUROSES** shall mean and include the purposes of upkeepment, management, maintenance, administration and purpose of regulating the enjoyment of the Co-owners of the their respective units and all other purposes and matter in which the Co-owners shall have common interest relating to the said land and building.
- O) **THE ROOF** shall mean the common user rights on the roof of the proposed building to be constructed upon the said land and for such user right, the proportionate share shall be charged in computing the area of the Unit/Flat.
- P) **SALEABLE SPACE** shall mean the entire space in the new building available for independently to be used and occupied by intending purchaser after making due provisions of the owner's allocation and the common facilities and the space required thereof.
- Q) **THE ARCHITECT** shall mean Sri Nababrata Ghosh of 59 A Pallisree, P.O Regent Estate, Kolkata- 700092, appointed by the First Part, for designing, planning the new building and supervising of the Development work and/or construction of the proposed building.
- R) **THE ADVOCATE** shall mean Advocate working for gain at S.R & ASSOCIATES, a Partnership Firm, giving legal service having it's principle place of business at 11 old post Office Street, 4TH Floor, Kolkata-700001, Opposite to the Calcutta High Court, appointed by the First Part.
- S) **BUILDING PLAN** shall mean such plan or plans prepared by the Architect for the construction of new G+4 building, duly sanctioned by the Kolkata Municipal Corporation being building plan no.2018100277 dated 15/02/2019.
- T) **TRANSFER** shall mean with its grammatical variations shall include possession under an Agreement or part performance of a contract and by and other means although the same may not amount to a transfer within the meaning of Transfer of property Act, 1882.
- U) **TRANSFeree** shall mean a person/s firm, limited company, Association of persons or Body of individuals to whom any space in the building has been transferred or to be transferred.

- V) **WORDS** importing masculine gender shall include feminine and neuter gender, likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall include Masculine and Feminine Genders.
- W) **MINOR ADDITIONS OR ALTERATIONS** shall mean any minor addition or alterations in the construction of the said flat from the plan which excluded structural change , including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor, including a mezzanine floor or other support or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment e.t.c.
- X) **ALLOTTEE** shall mean the person to whom a self contained flat as described in the THIRD SCHEDULE herein under, has been allotted, sold ,or otherwise transferred by the developer and includes the person who subsequently acquire the said allotment through sale, transfer or otherwise but does not include a person to whom such Flat is given on rent.
- Y) **CARPET AREA** shall mean the net usable floor area of the Said Flat, excluding the are covered by the external walls, areas under services, shafts, exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the said flat.
- Z) **COMPLETION CERTIFICATE** shall mean the certificate issued by the K.M.C certifying that the building has been developed or constructed according to the sanctioned plan, layout plan and specifications, as approved by the K.M.C under the K.M.C Act and Rules in this regard.
- AA) **DEVELOPMENT WORKS** shall mean the external development work and internal development work of the said Building.
- BB) **STRUCTURAL ENGINEER** shall mean Sri Saktibrata Bhattachrjee of P 70 New Rajpur Road, P O- Garia, Kolkata 700084, appointed by the First Part, for designing, planning the new building and supervising of the Development work and/or construction of the proposed building.
- CC) **PARKING SPACE** shall mean the space specified for parking of the vehicle as sanctioned by the K.M.C.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

In pursuance to the above and on payment of full consideration money of Rs./- (Rupees) only, paid by the SECOND PART to the THIRD PART, the receipt whereof the THIRD PART acknowledged separately and in the Memo of Consideration as hereinafter provided. The THIRD PART together with the FIRST PART herein doth hereby release, assign, assure and

transfer and discharge the said FLAT WITH COMMON RIGHTS in favour of the SECOND PART together with undivided proportionate impartible land pertaining to the land as described in the Schedule “ ” together with the right to use and enjoy the common areas and facilities of the said premises as described in the FIFTH SCHEDULE . The FIRST PART and the THIRD PART doth hereby convey, grant, transfer, their rights, title, interest and convey the said FLAT WITH COMMON RIGHTS in favour of the SECOND PART TOGETHER WITH undivided proportionate share or interest in the land underneath the building in the said premises as more fully described in the Schedule “A” hereunder written **TOGETHER WITH** the right to use common portion in common with the other owners and/or lawful occupiers of the said premises **ALL THAT** reversion, reversions, remainder and all the rents, issues, profits of and in connection with the said FLAT WITH COMMON RIGHTS and all the estate, right, title and interest, property claim and demand whatsoever of the OWNER and the THIRD PART into or upon the said FLAT WITH COMMON RIGHTS and all other benefits and rights therein comprised and hereby granted sold and transferred or expressed or intended so to be and every part thereof **TOGETHER WITH** the OWNER’s right, liberties and appurtenances whatsoever to and unto the SECOND PART, free from all encumbrances, charges, trusts, liens, lispendens, execution/attachments and all other liabilities whatsoever **AND TOGETHER WITH** easements or quasi-easements herein written and other stipulations and provisions in connection, with the beneficial use and enjoyment of the said FLAT WITH COMMON RIGHTS and other Co-owners and/or lawful occupiers of the said building and/or said land and all other benefits and rights hereby granted, sold, convey, transferred, assigned and assured every part or parts thereof respectively absolutely and forever and the SECOND PART is obliged to pay and discharge the common expenses described hereunder written and all other outgoings in connection with the said flat wholly and the said building and in particularly common portions proportionately.

The SECOND PART shall have full right, liberty and authority to sale, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the said FLAT WITH COMMON RIGHTS and/or assign, let out or part with her interest possession benefit or any part thereof in terms of this deed.

THE OWNER AND THE THIRD PARTY DOETH HEREBY COVENANT WITH THE SECOND PART AS FOLLOWS :-

1. The interest which the OWNER doeth hereby profess, transfer, subsist and the OWNER has the rights and full power, absolute authority to grant, sale, convey, transfer, assign and assure the SECOND PART the said Flat with common rights, described in the FOURTH SCHEDULE and FIFTH SCHEDULE respectively hereunder together with the benefits and rights in the manner aforesaid and also right in land proportionately and/or attributed to the said FLAT WITH COMMON RIGHTS in the said premises.
2. The SECOND PART shall have the rights to use in common the roof of the building with the other lawful occupants of the said building by installing a private antenna and for having access to the overhead water tank from which the water is to be supplied to the said Flat with common rights.
3. The SECOND PART shall have full right and liberty to all times and/or all purpose in connection with the absolute use and enjoyment of the said FLAT WITH COMMON RIGHTS and common use for the passages and ways and other common areas of the FIFTH SCHEDULE of the Premises including stair case and lift.
4. The SECOND PART shall have the further right to let out the said FLAT WITH COMMON RIGHTS in favour of any person or persons and to enjoy such rent and further has liberty to sale, mortgage, gift or to make any kind of transfer in respect of the said Flat with common right without having any interference from any person or persons.

THE SECOND PART DOETH HEREBY COVENANTS WITH THE OWNER AND THE THIRD PARTY AS FOLLOWS :-

- a) The undivided share in the land hereby conveyed for the purpose of supporting the title to the Flat with common right shall remain impartible, indivisible forever.
- b) The SECOND PART shall maintain the property purchased in such a manner so as to either that no part of the building is adversely affected.

- c) The SECOND PART shall not make any structural addition or alteration which will in any way affect the building on the contrary the SECOND PART shall be entitled to lawfully carry out any alteration in respect of interior decoration of the said Flat.
- d) The SECOND PART shall pay the proportionate municipal rates and taxes and rates from the date of taking possession of the said FLAT WITH COMMON RIGHTS and all other taxes lawfully payable in respect of the said Flat with common parts and area, as described in the FIFTH SCHEDULE together with the common areas as described hereinafter.
- e) The SECOND PART shall pay the proportionate expenses of administration, maintenance, repairs, replacement of the common part and equipments and accessories of the common areas and facilities including white washing, painting, decorating the exterior portion of the said building, the boundary walls, entrance, the stair case leading the gutters, rain water pipes, motor pumps, tube wells, water and gas connection, generators, electrical wiring and installations and drains and all other common parts fixtures and fittings or used in common by the SECOND PART together with the other lawful occupants of the said building as well as FIFTH SCHEDULE of the Premises.
- f) The SECOND PART shall pay the proportionate share of cost for cleaning, maintaining and lighting the main entrance passage, stair case, lift and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- g) The SECOND PART shall pay proportionate share of salaries of the Manager, clerk, bill collector, plumbers, durwans, chowkidar, electricians , sweepers, etc. jointly with the other occupants of the building as mentioned in the SEVENTH SCHEDULE hereunder written.
- h) The SECOND PART shall pay proportionate share of the cost of working replacement and maintenance of water pumps, tube wells, generators and other plumbing works including all other service charges of services rendered in common to all occupant.
- i) The SECOND PART shall pay the Insurance of the building against earthquake, fire, riot, damages and civil commotion etc, jointly with other occupants of the building.
- j) The SECOND PART shall pay proportionate share of all electricity charges payable in common for the common parts or portion of the said building.

k) The SECOND PART shall pay the aforementioned expenses and costs to the committee, society or Association to be formed or already formed by the lawful occupants of the flats of the said building, until such Association, society or committee is formed, the SECOND PART shall pay the said cost and charges to such person or persons lawfully empowered for the purpose.

THE DEVELOPER /CONFIRMING PARTY HEREBY COVENANTS WITH THE SECOND PART AS FOLLOWS :-

1. The THIRD PART hereby acknowledges and confirms, that the SECOND PART has fully paid the amount payable in respect of the said FLAT WITH COMMON RIGHTS and all obligations of the SECOND PART for making payment for construction of the aforementioned flat to the THIRD PART stands discharged and released.

2. The THIRD PART confirms that the THIRD PART has no further dues from the SECOND PART on any account whatsoever and the SECOND PART confirm that the aforesaid flat has been constructed in accordance with the sanctioned building plan and to the satisfaction of the SECOND PART and the said constructed is completed and the THIRD PART has no further obligation to discharge.

3. The OWNER further confirms that he has received the full consideration for the undivided share of the land in exchange of the flats and the OWNER have no claim, in respect of the said land from the SECOND PART and/or from the THIRD PART herein.

4. That the THIRD PART do hereby relinquished his right and interest in respect of the said FLAT WITH COMMON RIGHTS, as described in the Schedule 'B' together with the rights and interest over the common areas and facilities of the Schedule 'A' Premises as hereunder provided in favour of the SECOND PART absolutely, fully and finally and the THIRD PART doth hereby confirm the sale in respect of the said FLAT WITH COMMON RIGHTS in favour of the SECOND PART fully and finally.

THE FIRST SCHEDULE ABOVE REFERRED TO**(SAID PROPERTY)**

ALL THAT all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto , which is butted and bounded as

ON THE NORTH : 18 feet K MC Road,
 ON THE SOUTH : 62/8 Hari Pada Dutta Lane
 ON THE EAST : 62/29 Hari Pada Dutta Lane
 ON THE WEST : 18-0 feet wide KMC Road.

THE SECOND SCHEDULE ABOVE REFERRED TO**(SAID LAND)**

all that piece and parcel of land measuring more or less 3 cottahs 14 chittack 11 square feet together with the a three storied dwelling house, lying at situated at mouza chandpur, JL NO 41, Touzi No 56, Khatian no 57 & 58, C.S Plot No 944 &764, A.D.S.R Alipore, presently within the Kolkata Municipal Corporation under the Ward No 94 being the premises no. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), together with all the easement and user right appertaining thereto.

ON THE NORTH : 18 feet K MC Road,
 ON THE SOUTH : 62/8 Hari Pada Dutta Lane
 ON THE EAST : 62/29 Hari Pada Dutta Lane
 ON THE WEST : 18-0 feet wide KMC Road.

THE THIRD SCHEDULE ABOVE REFERRED TO

(SAID FLAT)

ALL THAT piece and parcel of one self contained complete residential Flat being Flat No. , measuring more or less an super built up area Sft. consisting of Bed rooms, drawing-cum-dining room, kitchen, toilet, .. W.C and Balcony, in the side of the floor, with marble finished and of the said **G+IV** storied building together undivided proportionate impartible interest of the land pertaining to the land as described in the Second Schedule and right to use common areas, facilities and amenities of the said building as well as the said **NILANJANA APARTMENT**, being Premises No. 62/64 Haripada Dutta Lane, Kolkata-700033, under Police Station Jadavpur, District 24 Parganas (South), within the limits of Ward No. 94, of the Kolkata Municipal Corporation, in the District of South 24-Parganas, together with the easement and quasi-easement rights of the said Premises. The Flat and the Car parking space hereby conveyed is shown under the '**RED**' verge line in the annexed **PLAN/MAP**, the same shall from a part of this Deed.

ON THE NORTH :

ON THE SOUTH ;

ON THE EAST :

ON THE WEST :

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Easements to be applicable to all flat owners)

1. The SECOND PART shall be entitled to full, complete and unfettered right of user and right of vertical, lateral, overhead and underneath support and the right of keeping, resting, inserting, supporting and maintaining all beams, rafters, fixtures of and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls rests, overhead tank and floor, the SECOND PART, shall have maintain the floor of the said flat so that it may not leakage the floor underneath, the SECOND PART shall have further right of easements, quasi-easements and appurtenances whatsoever belonging or in any way appertaining to the said flat or therewith usually held occupied or enjoyed or

reputed to know as part and parcel thereof or appertaining thereto which are hereinafter more fully specified.

2. The SECOND PART shall have full complete and unfettered right of use in common with the other owners and/or occupants of several residential spaces of the building, the existing staircase along with landings thereon and there under as also of the common passage leading to and from the main entrance gate abutting on the public road in ground floor of the said building for the purpose of egress and ingress and carrying and bringing in or taking out of the said flat, all goods, Chattels, pieces or furniture and any other moveable in common with all other owners/occupiers of different residential spaces/flats.

3. Subject to the restrictions and reservations herein contained, the SECOND PART shall have full, complete and absolute right of user in common with the other owners and/or occupants of the building of the main drainage, water supply system and including the electric pump the main electric system and connections including the pipes lines etc. and also the overhead water reservoirs with conduits and connections.

4. The SECOND PART shall have the right of obtaining telephone connections to the said Flat as well as the rights of fixing T.V. antenna on the roof of the said building to connect through the concealed channels provided for the said flat and electricity connection from the C.E.S.C. Ltd. or State Electricity Board, as the case may be.

5. The SECOND PART and/or his men and agents shall have the rights of access on the roof of the said building for common user and for the purpose of fixing and maintenance of T.V. antenna provided that exercise of the right of access as mentioned in this clause shall be without causing any inconvenience to the other owners and/or occupiers of several flats or residential spaces in the building.

6. In the event of failure or negligence to make regular monthly payments or any variations thereof by the SECOND PART, provided in the SEVENTH SCHEDULE it shall be lawful for the THIRD PART or the Committee of Management to be formed out of the owners in the said building, as the case may be to impose penalty upon the SECOND PART by the THIRD PART or Committee of Management as the case may be, would consider proper. It is clearly agreed and understood that without regular payment of the monthly sum provided in this Schedule as well as in the Sixth Schedule, the SECOND PART will be liable for recovery through proceedings against him, as may

deem fit and proper by the THIRD PART or the Committee of Management as the case may be.

7. A Committee of Management as and when formed shall be responsible for the due and regular collection of dues mentioned in the SEVENTH SCHEDULE from the SECOND PART and/or all other respective covered residential space owners and/or occupants. The Committee of Management shall also be responsible for collection of the dues and regular payment of all the aforesaid outgoing in respect of the said building including salaries or Municipal taxes, electric bills and repairs, for the efficient management, maintenance and upkeep of the said building and the common electric walls, roof and floor and supports underneath and overhead in and around the said flat and the staircase landing and common passage intact, so that they would not be disturbed or damaged or demolished in any way.

8. The Committee of Management which will be formed for the proper management of the building shall have the exclusive right of management and control thereof in respect of the building and the SECOND PART shall be obliged to join the Apartment Owners' Association to be formed and is bound in all respect by the directions, decision and resolutions passed by the Committee of Management. The Committee of Management shall be competent to exercise all the powers vested upon them under this indenture and be responsible to carry out the duties and obligations as provided under the Apartment Ownership Act and rules framed there under.

9. That the Vendor and the THIRD PART shall have absolute right to sell and/or otherwise dispose of other flats and any other spaces and/or the undivided proportionate share of the said plot still owned by the Vendor and/or the THIRD PART to any other parties as and when they may think proper without impairing the rights of the SECOND PART under this Indenture.

10. In case of failure or default by the SECOND PART of his share of contributions as per the Schedule, the THIRD PART and/or the Committee of Management on behalf of the Association shall have the right of realizing or recovering the same or any part thereof from all the SECOND PARTS/flat owners including the SECOND PART herein TOGETHER WITH interest at such a rate per annum as well as costs and expenses and charges for realization thereof and will be entitled to enforce the charge on the said flat for such payment not being made regularly by the SECOND PART. In the event of negligence, failure or default on the part of the SECOND PART in making such

regular payment the Vendor/Developer or the Committee of Management on behalf of the Association as the case may be, in its absolute discretion may take necessary proceeding against the SECOND PART (s) and take such other steps as may be deemed fit and proper.

11. In case of any major or other convenience improvements being provided, the Committee of Management shall have the right to claim and realize proportionate share of such costs and charges and expenses from each of the flat owners and/or occupiers including the SECOND PART herein.

12. A Committee of Management consisting of elected members from the residential space and Flat owners shall be formed to deal with all problems, disputes and for the management of the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Parts, Areas and facilities)

1. Entrance and exists.
2. Boundary walls and main gate and Entrance Lobby.
3. Lift, lift machine room, shaft, Staircase, landing on all the floors and the ultimate roof of the building.
4. Drainage and sewerage line and other installations for the same except only those which are installed within the exclusive area of any covered residential space or any flats for its exclusive use and occupancy.
5. Water pumps and motor, K.M.C. water, water reservoir, together with all common plumbing installations for carriage of water to the overhead water tank and all other plumbing installations for distribution for water to different residential flat or covered spaces excluding only such parts of installations and fittings as are exclusively within the residential space/Flats.
6. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces on or about the land and the building as are necessary for the passage to and/or user of the Flats/covered residential spaces in common by the co-owners.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Restrictions to be imposed upon all the Flat owners)

1. Not to use the said flat for any purpose other than for the purpose for which may or likely to cause nuisance or annoyance to the occupiers of the other portions of the said building or to the owners or occupiers of the other portions of the said building or to the owners or occupiers of the neighboring properties nor shall use the same for any illegal or immoral purposes.
2. Not to use the said flat for any purpose, which is not permissible in the eye of law.
3. Not to carry on or permit to be carried on upon the said flat or any part thereof, any offensive or unlawful business whatsoever nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.
4. Not to demolish or cause to be demolished or damaged the said flat nor any part thereof.
5. Not to do or permit to be done any act, deed or thing which may render void or voidable any insurance of any flat or any part of the said building or cause any increased premium to be payable in respect thereof.
6. Not to claim, division or partition of the said plot and/or common areas.
7. Not to throw or accumulate any dirt, rubbish, or other refuse or permit the same to be thrown or accumulated in the said flat or any portion of the said building except the space provided for the same.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Costs and Expenses)

1. All costs of maintenance, operating replacing, repairing, white colour washing, painting, decorating, rebuilding, re-construction, re-decoration, lighting the common portions and common areas of the building including outer walls.
2. All charges and deposits for supplies of common utilities to the co-owners in common.

3. Kolkata Municipal Corporation Tax, Multi-storied building tax, water tax and other levies in respect of the SECOND PART's Flat or residential space.
4. Insurance premium for insuring the building /flat.
5. Cost of formation and operation of the Association of the flat owners.
6. The office expenses incurred for maintaining of office for common purposes.
7. All the litigation expenses for the common purposes and relating to the common area and enjoyment of the common portions.
8. Electricity charges for the electricity consumed for the operation of the common services.
9. Cost of maintenance, repairs and replacement of pumps and other common installations.
10. Salary of all persons employed for the common purposes including Darwans, Security, Sweepers, plumbers, Electricians etc.
11. Fees and charges from the services and consultation and advices required to be hand and obtained from time to time in respect of and/or relation to the common purposes and common utilities.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :

(Specification of construction and facilities)

- a) Foundation : The building is designed on RCC footing as per design.
- b) Super Structure : To be reinforced concrete columns, beams and slab.
- c) Plinth : To be brick work with sand on cement mortar.
- d) Walls : External walls shall be of 200/250mm, thick standard brick work and internal walls shall be of 125/75 mm. thick brick work with sand and cement mortar with both side cement plaster.
- e) Flooring : All floor shall be 2'x2' marbel and skirting shall be 4" inch. All the toilet/W.C. shall have ' APPR ft. high glazed tiles and anti skid floor tiles. Kitchen platform wide and length as per position and size of kitchen, finished in granite and shall have tiles from the cooking platform with one stainless steel sink.

- f) Windows : All the windows shall be made of Aluminium sliding with M.S. Grill.
- g) M.S. Grill : All m.s. railings, grills to verandah window etc, shall be as per architects design with primer.
- h) Doors : All door frames except toilet shall be made with Malaysian wood. All door shutters shall be standard thick flash door(hot compressed) and main door shall be wooden with the following fittings such as m.s. hinges, aluminium door handle as necessary, toilet door shutter and frame shall be made by PVC. All windows will be made by Aluminium Sliding with glass fittings).
- i) Internal Finish of Wall : All internal walls & ceiling shall be finished with plaster of paries.
- j) Plumbing and Drainage : All internal soil and water, outlet pipes shall be mm to mm diapvc pipes, all inlet pipes shall be mm to mm diapvc made and all necessary sanitary fittings.
- k) Fixtures shall be standard good qualities and each toilet shall be provided one western commode with cistern, one basin with tap, shower with hot and cold water provision each W.C. shall be provided one European commode and cistern and water point.
- l) Electrical Installation: All the internal wiring shall be concealed. All switches shall be modular type. Each bed room shall be provided with light points fan point, power point (5 amp), one night lamp point. Each drawing and dining room shall be provided with light points, fan points two power points (one 15 amp, one 5 amp), one call bell point, one TV point, one telephone point. Each kitchen shall be provided one light point one exhaust fan point, power points (5 amp). Each toilet and WC shall be provided with one light point and one exhaust fan point. One geyser point in the main toilet to be given. There shall be a main meter cost of which shall be borne by the THIRD PART. Each flat shall have a separate meter, the cost of which shall be borne by the Flat owners.
- m) Water Supply: Water supply from underground water reservoir stored from KMC water connection, if there is no power cut or any technical breakdown.

n) Lift : Four passenger lift by the BIRD Elevator Company shall be provided to the proposed building together with all the machineries, parts attached thereto.

IN WITNESS WHEREOFthe parties herein have hereunto set and subscribed their respective hands and seal on the day, month and the year first above written.

SIGNED IN THE PRESENCE OF:

WITNESSES:

1.

constituted attorney of the
Vendor herein

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE SECOND PART

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. _____ /- (Rupees _____) only as the entire consideration against the said Flat and Car parking space, described in the THIRD SCHEDULE written hereinabove, from the within named SECOND PART, in the following manner :-

TOTAL :: Rs.

(Rupees _____) only.

Drafted by,

SHAMEEK CHAKRABORTY
ADVOCATE

C/O S. R. & ASSOCIATES
ADVOCATES

11 OLD POST OFFICE STREET
4TH FLOOR, KOLKATA-700001
OPP. HIGH COURT CALCUTTA

Typed by me.