

THIS INDENTURE made this day of Two Thousand _____
BETWEEN

SRIJAN NIWAS PRIVATE LIMITED, (PAN AAQCS 4067E) a company incorporated under the Companies Act, 1956 and having its registered office at 36/1A, Elgin Road, P.S Bhowanipore , Post Office – Lala Lajpat Rai Sarani , Kolkata 700020, alongwith **18 (Eighteen)** other land owning entities comprising individuals and companies named in **THIRD SCHEDULE** hereunder written represented by _____, son of _____, (PAN _____) residing at _____ , P.O _____, P.S _____, Kolkata - _____ and hereinafter jointly referred to as the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **FIRST PART**

AND

PS SRIJAN REALVENTURE LLP., (PAN AANFP4366R) a Limited Liability Partnership incorporated and registered under the Limited Liability Partnership Act 2008, having its registered office at 1002, E.M.Bypass, P.S: Pragati Maidan, P.O.Dhapa, Kolkata -700005 hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partners and their respective successor and/or successors in interest and assigns) of the **SECOND PART**

AND

.....,(**PAN**_____)son/wife of, by faith _____, by Occupation – _____, by Nationality Indian by birth, residing at, hereinafter referred to as the **ALLOTTEE** (which term or expression unless repugnant to the context shall be deemed to mean and include in case of an individual his/her heirs, legal representatives, executors, administrators and permitted assigns; in case of a minor the natural guardian of such minor, in case of a HUF its Karta for the time being and his heirs, legal representatives, executors, administrators and assigns; in case of a Company its successor and/or successors in interest and permitted assigns; in case of a Partnership its partner and/or partners for the time being and their respective heirs, legal

representatives, executors administrators and permitted assigns; in case of a Trust the Trustees of the Trust for the time being and their respective successor and /or successors in office and assigns) of the

THIRD PART

WHEREAS :

- A) The Owners are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring **17 Bighas 4 Cottahs 9 Chittacks and 30 square feet** equivalent to **569.56** decimals in various RS/LR Dags at Mouza Doharia, J.L No. 45, P.S. Barasat, District North 24-Parganas within Madhyamgram Municipality, Ward No.17, hereinafter referred to as the “**SAID ENTIRE HOUSING COMPLEX**” more fully described in Part-I of **FIRST SCHEDULE**

- B) The owners and the promoter had entered into a development agreement dated 18.08.2016 and recorded in Book No.I, Volume No.1904 of 2016, Pages 295822 to 295917 as document no 7938 for the year 2016 in the office of the ARA-IV for development of the Said Entire Land.

- C) By a Power Of Attorney dated 18.08.2016 and registered in the Office of ARA-IV in Book No.IV Volume No. 1903-2016 Pages 127686 to 127442 Being No. 05094 of 2016 executed by the Owners of the One Part and the Promoter of the other Part, the Owners granted development powers to the Promoter to

undertake the development in terms of the said Development Agreement.

- D) The Owners/Vendor thus became seized and possessed of and/or sufficiently entitled to all that the land measuring **569.56** decimals in various RS/LR Dags at Mouza Doharia, J.L No. 45, P.S. Barasat, District North 24-Parganas within Madhyamgram Municipality, Ward No.17, FIRST SCHEDULE hereinafter referred to as the 'SAID LAND.'
- E) The Owners caused to be obtained various permissions approvals and/or consents for undertaking a Housing Project on the entirety of the said land and also caused a map or plan which was modified last being Building Plan No.COM-93/MM/2017-2018 dated 08.03.2018 (hereinafter referred to as the said PLAN) sanctioned by the authorities concerned for undertaking the construction of the said Housing Project.
- F) The Promoter has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing Industry Regulation Act 2017 having registration No._____ dated _____ .
- G) Pursuant to Expression of Interest by the Allottee dated --- ---- the Promoter granted allotment by a Provisional Booking Letter dated _____ was issued to the allottee. Thereafter by an Agreement dated _____ and recorded in

Book No.I , Volume No.____ , Pages ____ to ____ , Being No.____ for the year _____ the Promoter agreed to sell and the Allottee agreed to purchase ALL THAT the Apartment No..... on the floor of Type - Block No..... the situation whereof is shown in the master plan annexed hereto and bordered in 'Red', containing by admeasurment Sq. Ft. carpet area/ chargeable area corresponding to _____ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area TOGETHER WITH the Right to Park car(s) Space more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the SAID APARTMENT AND THE PROPERTIES APPURTENANT THERETO) at or for a consideration of Rs.-(Rupees only) more fully described in the SECOND SCHEDULE hereunder written.

- M) The Allottee has : -
- i) fully satisfied himself/herself/ itself as to the title of the Vendor and the right of the Promoters in respect of the said land.
 - ii) inspected the said Development Agreements entered into between the Vendor and the Promoter.
 - iii) inspected the plan sanctioned by the authorities concerned in respect of the Block constructed by the LLP and agreed not to raise any objection with regard thereto.

- iv) verified the location and site of the Apartment including the egress and ingress hereof, specifications of the Apartment and of the complex and also the area of the Apartment and agreed not to dispute the same.
- v) confirmed that the right of the Allottee shall remain restricted to the said Apartment and the Properties Appurtenant Thereto.
- vi) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement dated _____ and agrees to abide by it.
- vii) confirmed that the Vendor shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the various blocks and/or buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.
- viii) satisfied himself/herself/ itself as to the carpet/built-up area to comprise in the said Apartment and also the common parts/portions which would be common for all the residents /occupants of the various Apartments comprised in the said block and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- ix) Structural stability of the Block ;
- x) Construction of the Block No..... and the Apartment.
- xi) The fittings and fixtures installed at the said Apartment, Block and the Complex.
- xii) Completion and finishing of the Apartment and the Block.
- xiii) The situation of car parking space.

- xiv) The supply of water and electricity to the Apartment and the Block.
 - xv) The common facilities and amenities of the Block.
- N) The words defined in the Agreement shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them. :-

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement and in consideration of the sum of Rs./- (Rupeesonly). of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Apartment and properties appurtenant thereto) the Vendor doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee All that the said Apartment No on the Floor of Block No.....in Type-___ in the Housing Project containing carpet area/ chargeable area of _____ Sq.Ft corresponding to a built-up area of Sq. Ft. be the same a little more or less corresponding to ____ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the EOI, Provisional Booking letter and Agreement (all of

which are here to fore as well as 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 installations and facilities as described in detail in Schedule-D to the Agreement in common with the Co-Allottees and the other lawful occupants of the Block **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 **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

II. AND THE VENDOR AND THE PROMOTERS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows

:

a) Notwithstanding any act deed matter or thing whatsoever by the Vendor or the Promoters done or executed or knowingly suffered to the contrary the Vendor is or the Promoters are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular 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 Allottee in the manner as aforesaid.

c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor or the Promoters.

d) The Allottee 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 all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or the Promoters or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendor or the Promoters or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Vendor or the Promoter 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 through under or in trust for the Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful 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 Allottee in the manner as aforesaid as shall or may be reasonably required.

g) The Vendor and the Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and 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 encumbered or affected in title or otherwise.

h) The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Apartment and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the

Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE ALLOTTEE 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 APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR AND THE PROMOTERS as follows :-

- a) To observe, perform, comply with and fulfil the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the EOI , the Provisional Booking Letter and the Agreement as part and parcel of these presents.
- b) To become member and/or share holder, as the case may be, of the Apartment Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Promoters and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoters and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.
- c) Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the

Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoters and/or any person or persons nominated, appointed and/or authorized by the Promoters for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO
SAID ENTIRE HOUSING COMPLEX/ SAID LAND**

ALL THAT piece and parcel of Bastu land having an area of 17 Bighas 4 Cottahs 9 Chittacks and 30 square feet equivalent to 569.56 decimals a little more or less together with dwelling units and structures measuring 1,10,000 sq. ft more or less lying and situate and comprised in the R.S Dag Nos. as mentioned hereinbelow

R.S. Dag No.	Area (In decimals)
1311	26.50
1312	53.40
1313	32.17
1314	5.00
1315	32.14
1316	18.12
1317	154.00
1318	37.98
1319	53.00
1320	20.00
1324	42.00

1321	70.50
1322	24.75

in Khatian Nos. 212, 25, 942, 938, 698 and 645, Mouza Doharia J L No 45, P.S. Barasat, District North 24 Parganas numbered as Holding No. 59, Jessore Road (South) (Airport to Madhyamgram jurisdiction) within Madhyamgram Municipality Ward No 17 externally bordered in **BLACK** in the plan hereto marked **ANNEX-1** and being butted and bounded as follows:

ON THE NORTH : By Doharia Panchayat Road
ON THE EAST : By Dwelling houses one storied
ON THE SOUTH : By Nazrul Road
ON THE WEST : By Jessore Road South

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID APARTMENT AND THE
PROPERTIES APPURTENANT THERETO)

ALL THAT the Unit No.____ on the _____ Floor of the Building Block _____ admeasuring ____ Sq.Ft (Carpet Area/ chargeable area corresponding to ____ Sq.Ft (Built Up Area) and _____ Sq.Ft (Super Built Up Area) in Phase No.- _____ of the Housing Complex named “ETERNIS” under construction on the Schedule-A Land demarcated in the Floor Plan annexed hereto and marked **ANNEX-3 Together with** the right to use ____ Garage/Closed Car Parking Space (Dependent/Independent) located on the Basement/Ground/___ Floor of or around the Building Block and pro-rata share in the Common areas as per Plan annexed hereto and marked **ANNEX- 2.**

THE THIRD SCHEDULE ABOVE REFERRED TO**OWNERS**

<u>Sl.No.</u>	<u>NAME OF OWNER</u>	<u>PAN NO</u>	<u>ADDRESS</u>
1	MR. TAPASH MITRA	AEXPM8393P	333, Jodhpur Park, Police Station - Lake, Post Office- Jodhpur park , Kolkata – 700068
2	MS. ANUJA MITRA	CNEPM3024R	239 Lake Road, Police Station - Lake, Post Office- Rash Behari Avenue, Kolkata - 700 029
3	MR. APURBA MITRA	AKMPM3113C	333, Jodhpur Park, Police Station – Lake, Post Office- Jodhpur park, Kolkata – 700068
4	MR. TARIT MITRA	AJSPM6527D	380, Jodhpur Park, Police Station – Lake, Post Office Jodhpur Park Kolkata - 700 068
5	MRS. TORA MITRA	AEZPM8228B	333, Jodhpur Park, Police Station - Lake, Post Office- Jodhpur park, Kolkata - 700068
6	MR. SANTOSH KUMAR DUGAR	AGRPP3021D	52/4/1, Ballygunge Circular Road, Police Station Ballygunge, Post Office- Ballygunge, Kolkata 700019,
7	MR. SURENDRA KUMAR DUGAR	ACUPD 1317K	2B, Dover Road, Police Station Ballygunge, Post Office- Ballygunge, Kolkata 700019;
8	MR. PRADIP KUMAR CHOPRA	ACAPC9922B)	52/4/1, Ballygunge Circular Road, Police Station Ballygunge, Post Office- Ballygunge, Kolkata 700019
9	MR. ARUN KUMAR SANCHETI (HUF),	AAEHA1129G	26B, Camac Street, P.S - Station - Shakespeare Sarani, Post Office- Park Street, Kolkata 700016
10	PS CONSTRUCTIONS	AAEFP0079J	12C, Chakraberia Road (N), Police Station-Ballygunge., Post Office- Ballygunge, Kolkata 700020
11	SRIJAN INFRA REALTY PRIVATE LIMITED	AAQCS4626M	5, Rameshwar Malia Road, Police Station- Golabari, Post Office- Howrah, Howrah 711101
12	SRIJAN LAND & BUILDING	AAQCS4062B	36/1A, Elgin Road, Police Station- Bhowanipore, Post Office- Lala Lajpat Rai

	PRIVATE LIMITED		Sarani, Kolkata 700020
13	SRIJAN REGENCY PRIVATE LIMITED	AAQCS4060F	36/1A, Elgin Road, Police Station-Bhowanipore, Post Office- Lala Lajpat Rai Sarani, Kolkata 700020
14	SRIJAN PROMOTERS PRIVATE LIMITED	AARCS 0059H	Flat No' R1, Block P, Sherwood Estate, 169 NSC Bose Road, Police Station-Sonarpur., Post Office- Sonarpur, Kolkata 700103
15	CHARNOCK ESTATE PRIVATE LIMITED	AACCC8833C	83, Topsia Road (South), Police Station-Topsia, Post Office- Gobinda Khatik Road, Kolkata 700046
16	SRIJAN ENCLAVE PRIVATE LIMITED	AAQCS4061C	5, Rameshwar Malia Road, Police Station-Golabari, Post Office- Howrah, Howrah 711101
17	P S BUILDCON PRIVATE LIMITED	AAECP1754H	12C, Chakraberia Road (N), Police Station- Bhawanipur, Post Office-Ballygunge, Kolkata 700020
18	SRIJAN COMPLEX PRIVATE LIMITED	AAQCF9535H	85, Prince Anwar Shah Road, City High, Tower 3, Flat No 14J, Police Station-Charu Market, Post Office-Tollygunge, Kolkata 700033

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED and DELIVERED by the
VENDOR at Kolkata in the
presence of :

1.

2.

SIGNED and DELIVERED by the
PROMOTERS at Kolkata in the
presence of :

1.

2.

SIGNED and DELIVERED by the
ALLOTTEE at Kolkata in the
presence of :

1.