

**INDENTURE OF SALE**

**THIS INDENTURE OF SALE** made this the \_\_ \_ day of **December 2018** (Two Thousand Eighteen) **BETWEEN (1) SMT INDIRA DAS** (PAN NO.AJJPD9328G) daughter of Late Sukumar Das by faith Hindu, by nationality Indian, by occupation house-wife permanently residing at 1805, Lantana, Nahar's Amrit Shakti, Chandivall, P.O Chandivall, P.S. Bandra, Mumbai-400072 and **(2) SRI RANJIT KUMAR DAS (PAN NO. EBDPD1054B)** son of Late Surendra Nath Das faith Hindu, by occupation-Retired service residing at 17, Nivedita Sarani, (mailing address 22, Nivedita Sarani, Garfa, Jadavpur, P.S. Garfa, Kolkata-700078 represented by their *Constituted Attorneys* **SRI TAPASH KUMAR GHOSH (PAN:- AGFPG5848M) son of SRI ANIL CHANDRA GHOSH** by faith Hindu, by occupation..business, residing at 2081, Chakgaria, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:- Survey Park , Kolkata-700 075, carried business under the name and style of **M/s. RAJLAKSHMI ENTERPRISE**, a proprietorship firm having its office at 2081, Chak-Garia , E-14, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075 (Development Power of Attorney Registered at the office of D.S.R.-III, Alipore, 24 Parganas (South) and was recorded in Book No. I, Volume No: 1603-2015, Pages from 53440 to 53463, Being No.160305410 for the year 2015) hereinafter referred to as the **OWNERS** (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assignees) of **FIRST PART.**

**A N D**

**(1) SMT** \_\_\_\_\_ (**PAN NO:** \_\_\_\_\_) wife of \_\_\_\_\_ and **(2) SRI** \_\_\_\_\_ (**PAN NO:** \_\_\_\_\_) son of \_\_\_\_\_ both by faith Hindu, both by occupation \_\_\_\_\_ and both permanently residing at \_\_\_\_\_ hereinafter referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**A N D**

**SRI TAPASH KUMAR GHOSH (PAN:- AGFPG5848M) son of SRI ANIL CHANDRA GHOSH** by faith Hindu, by occupation business, residing at 2081, Chakgaria, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:- Survey Park , Kolkata-700 075, carried business under the name and style of **M/s. RAJLAKSHMI ENTERPRISE**, a proprietorship firm having its office at 2081, Chak-Garia , E-14, Sammilani Park, P.O.

For RAJLAKSHMI ENTERPRISE  
*Tapash Kumar Ghosh*  
Proprietor



Santoshpur, P.S. Survey Park, Kolkata-700 075 hereinafter referred to as the **BUILDER/ DEVELOPER/ CONTRACTOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, legal representatives, administrators and assignees) of the **THIRD PART.**

**WHEREAS** by a Registered deed of Conveyance on 7<sup>th</sup> August 1962 and Registered in the office of the Sub Registrar of Alipore and Recorded in Book No-I, Vol. No. 125, Pages from 81 to 85, being no. 6826 for the year 1962 one Sri Hemendra Mohan Chowdhury son of Late Sri Harendra Mohan Chowdhury of 16, Garfa Lane, Kolkata 700 078 as purchaser, purchased for valuable consideration as mentioned therein the landed property by measuring an area about 05K-08Ch-29Sft more or less at Mouza:-Garfa recorded in last District Settlement Record of Right comprising in R.S. Khatian No. 699 hal 749, R.S. Dag No. 1188, J.L. No. 19, Re. Su. No. 2, P.O. - Haltu, P.S. Garfa, Dist: 24-Parganas(S) from the then owner, namely Sri Lakshmi Kanta Mondal son of Sri Behari Lal Mondal of Garfa, 24-Parganas(S) was using, occupying and enjoying the same as sixteen annas owner in possession including three nos. of tin shed house with other amenities thereon.

**AND WHEREAS** said Sri Hemendra Mohan Chowdhury son of Late Sri Harendra Mohan Chowdhury became the sole and absolute owners in the manner stated hereinabove i.e by virtue of the aforesaid DEED of PURCHASE and he was in khas possession and enjoyment of the aforesaid bastu landed property including several tin shed house with other amenities thereon.

**AND WHEREAS** thereafter due to urgent necessity of money Sri Hemendra Mohan Chowdhury son of Late Sri Harendra Mohan Chowdhury sold and transferred the said entire property measuring 05K-08Ch-29Sft more or less including old dilapidated several tin shed house standing thereon to Sri Sukumar Das, Sri Biswanath Das and Sri Ranjit Kumar Das all sons of Late Surendra Nath Das which was registered at S R Alipore 24 Parganas(S) and recorded in Book No. I, Volume No. 116, Pages from: 74 to 78 being No. 4291 for the year 1975 with valuable consideration mentioned therein.

**AND WHEREAS** said Sri Sukumar Das, Sri Biswanath Das and Sri Ranjit Kumar Das became the absolute joint owners in the manner stated hereinabove i.e. by virtue of the aforesaid DEED of PURCHASE and they were in khas peaceful possession and enjoyment of the aforesaid bastu landed property measuring 05K-08Ch-29Sft more or less .

**AND WHEREAS** thereafter Sri Sukumar Das, Sri Biswanath Das and Sri Ranjit Kumar Das jointly applied for mutation and assessment at Kolkata Municipal Corporation and got the mutation and the premises assessed being premises no :- 17, Nivedita Sarani, P.S.:- Garfa , P.O. Haltu, Ward No. 104, Borough No. XII, Kolkata 700

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*Rajesh Kumar Das*  
Proprietor.



078 being Assessee No. 31-104-31-0017-1 and have been paying rates and taxes upto date.

**AND WHEREAS** Sri Sukumar Das, Sri Biswanath Das and Sri Ranjit Kumar Das while jointly enjoying and possessing entire property measuring 05K-08Ch-29Sft more or less, the said Sri Biswanath Das son of Late Surendra Nath Das died intestate on 18/12/1995 as a bachelor and after his death his two brothers namely Sri Sukumar Das, and Sri Ranjit Kumar Das jointly inherited the entire property left by their deceased brother namely Sri Biswanath Das and they jointly became the absolute 16 Annas owner of the entire property as per Hindu Succession Act 1956.

**AND WHEREAS** thereafter Sri Sukumar Das, and Sri Ranjit Kumar Das jointly applied for mutation and assessment at Kolkata Municipal Corporation and got the mutation and the premises assessed being keeping the premises no :- 17, Nivedita Sarani, P.S.:- Haltu , P.O. Garfa, Ward No. 104, Borough No. XI, Kolkata 700 078, being Assessee No. 31-104-31-0017-1 and have been paying rates and taxes upto date.

**AND WHEREAS** while the said Sri Sukumar Das, and Sri Ranjit Kumar Das were enjoying and possessing the entire property measuring 05K-08Ch-29Sft more or less, Sri Sukumar Das died intestate on 10/06/2003 leaving behind him surviving his only one daughter namely Smt Indira Das wife of Sri Pallab Das who became 50% undivided un-demarcated share holder in the said entire undivided property measuring 05K-08Ch-29Sft more or less left by her father and her mother Smt Gouri Das died on 03/06/2014.

**AND WHEREAS** said Sri Ranjit Kumar Das and Smt Indira Das became the absolute joint undivided owners and 50% of each share in the manner stated hereinabove i.e. by virtue of PURCHASE or by inheritance and they were in khas possession and enjoyment of the aforesaid bastu landed property. The premises is more fully described in the Schedule "A" here in below

**AND WHEREAS** thereafter Sri Ranjit Kumar Das and Smt Indira Das jointly applied for mutation and re-assessment at Kolkata Municipal Corporation and got the mutation and the premises re-assessed by keeping the previous premises no :- 17, Nivedita Sarani, P.S.:- Haltu , P.O. Garfa, Ward No. 104, Borough No. XI, Kolkata 700 078, being Assessee No. 31-104-31-0017-1 and have been paying rates and taxes upto date.

**AND WHEREAS** thereafter Sri Ranjit Kumar Das and Smt Indira Das jointly applied for mutation at BL&LRO & Addl. ATM Kasba and got the mutation being its Memo no. 18/mut/4287/BLLRO/ATM/ kasba/17 dt.17-07-17 & Memo no. 18/mut/4288/BLLRO/ATM/ kasba/17 dt.17-07-17 on its Bastu Land measuring total 05K-08Ch-29Sft more or less and have been paying rates and taxes upto date.

**AND WHEREAS** by a Registered Deed Development Agreement dated 26<sup>th</sup> day of June 2015 made between the landowners herein Sri Ranjit Kumar Das and Smt

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*Jayash Kumar*  
Proprietor.



Indira Das (Registered at DSR-III, 24-Parganas(S) recorded in Book No. I, Volume No.1603-2015, Pages from 23005 to 23046 being No. 160304285, for the year 2015) of the one part and M/S. Rajlakshmi Enterprise of the other part. The land owners have authorized and granted exclusive right to the Builder/ Developer/Contractor herein by executing a Registered Development Power of Attorney after registration of Development Agreement on 10<sup>th</sup> day of August 2015, and recorded in Book No. I, CD Volume No. 1603-2015, Pages from 53440 to 53463 being No:- 160305410 and registered in the office of DSR-III, Alipore 24-Parganas (South) and the Builder/Developer/Contractor have agreed and undertaken to build at its own costs the said building and in conformity with the plan sanctioned by the Kolkata Municipal Corporation, with proper construction and all conveniences and amenities therein and to sell or dispose of the several flats/ parking space(if any) and /or independent units comprised therein to be intending purchaser/purchasers on such terms as it may deem fit on ownership basis.

**AND WHEREAS** the Confirming Party, on behalf of Owners' obtained the sanctioned Building plan by his own expenses from the Kolkata Municipal Corporation Vide building permit no:-**2017110164 dated 05/01/2018 of Borough XI** and as per the said sanction plan the said Confirming party COMPLETED construction G+II storied building thereto on the land and premises described in Schedule 'A' hereunder written free from all encumbrances.

**AND WHEREAS** the proposed building known as "**Krishna Kunja**" or howsoever otherwise as may be decided by the Builder/Developer/Contractor.

**AND WHEREAS** the Purchaser the party of the Second part herein having been satisfied with the free and un-encumbered title to the Owners in the said land and having inspected and approved the construction of the building as per the said sanctioned plan expressed their desire to acquire a flat \_\_\_ being Flat no. \_\_\_ " at \_\_\_ facing measuring more or less \_\_\_ sq.ft. **CARPET** area of the said Ground Plus Two storied building from developer's allocation together with undivided proportionate share of land as described in the Schedule 'B' below by way of purchase at a valuable consideration.

**AND WHEREAS** the First Party, has agreed to sell the said flat for a total consideration of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** as described in Schedule 'B' hereunder written to the Purchasers of these presents.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the aforesaid agreement for sale dated \_\_\_\_\_ by and between the Confirming party, Owners and the Purchasers herein in consideration of the said total sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** paid by the Purchasers to the Confirming Party/Builders/ Developers/ Contractors in the several installments on or before the execution of these

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*Debash Kumar Ghosh*  
Proprietor.



presents, the receipt whereof the Owners and Confirming Party both hereby and as well as by their receipt hereunder admit, acknowledge and confirm and out of the aforesaid consideration money a proportionate amount has been appropriated for the construction made by the Confirming Party in the said flat, and the First Party and the Confirming Party do hereby grant, sell, transfer, convey release and discharge the said purchasers their heirs, executors, administrators and assigns. The Owners and the Confirming Party both hereby jointly and /or severally sell, transfer, convey, and assign and assure forever and absolutely to and unto the purchasers. ALL THAT the said \_\_\_ \_ floor Flat No- \_\_\_ \_ , measuring \_\_\_ \_ sq.ft more or less (carpet area) at \_\_\_ \_ facing together with the undivided proportionate share of the land and common areas as mentioned in Schedule 'C' hereunder of the said building at premises No. \_\_\_ \_ more fully described in the Schedule 'B' hereunder written and delineated in "RED" colour in the plan annexed hereto and hereinafter referred to as the said flat together with proportionate undivided share or interest in the said land comprised in the said premises more fully described in the SCHEDULE "A" hereunder written on which or on part whereof the said building is constructed and also together with proportionate rights and claims in common areas and facilities and privileges, esements, quasi-esements, passage, benefits and advantages belonging or appurtenant thereto as detailed in Schedule 'C' hereunder written the same being in common with other owners/ occupiers of the said premises and also full and free rights, and liberty for the purchasers their heirs, and successor-in interests to draw, lay, cover all connections including electric, telephones, as may be deemed necessary by the purchasers for the best use and enjoyment. **AND TOGETHER WITH** easement, quasi-easements and other rights appurtenant thereto subject to the obligation of payment of all proportionate rates and taxes in respect of the said flat and the maintenance charges of the common areas by the Purchasers to the Confirming Party or their nominees or the Association to be formed of the flat owners or until the said entire flat is separately assessed and all the estate, right, title and interest, claim and demand whatsoever both at law or in equity of the vendors into, upon or in respect of the said flat and the proportionate undivided share or interest in the said land and the common areas hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the said flat together with the said proportionate undivided share of interest in the said land, on which the building plan was sanctioned and common areas facilities and the inheritance thereof unto and to the use of the Purchasers absolute and forever free from all encumbrances, trusts, liens, lispensens, attachments, whatsoever **TOGETHER WITH** absolute right to grant, transfer, sell convey and assign the same or any part thereof **AND** the Owners covenant with the Purchasers **THAT NOTWITHSTANDING** any acts, deeds or things done by the Owners, the Owners have good, right, full power and absolute authority to grant, convey, sell, transfer and assure the said flat **TOGETHER WITH** the said proportionate undivided

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*Deepesh Kumar Shah*  
Proprietor.



share or interest in the said land and in the common areas and facilities unto the purchaser in the manner aforesaid AND the Purchasers shall and may at all times hereafter peaceably and quietly hold, possess and enjoy, sale, transfer, gift, will and mortgage the same as flat as described in Schedule 'B' hereunder with and the proportionate undivided share or interest in the said land, receive the rent, issues and profits thereof without any lawful eviction, interruption, claim and demand whatsoever from or by the Owners or any person lawfully or equitably claiming from through under or in trust for the Owners and that free from all encumbrances attachment or defect in title whatsoever made or suffered, by the Owners AND the Owners and all persons lawfully claiming any estate or interest in respect of the said flat or the land or any part thereof shall and will at all times thereafter at the requests and costs of the purchaser do and execute or cause to be done or executed all such further and other lawful acts, deeds, matters and things whatsoever for better and more perfectly and absolutely conveying and granting and assuring the said flat and the said proportionate undivided share or interest in the land and every part thereof in the manner aforesaid unto the purchasers according to the true intent and meaning of these presents as shall or may reasonably require.

The Owners and the Confirming Party covenant with the Purchasers that if any error or mistake is discovered in the description of the said flat or the property subsequently the same will be corrected by the Owner by executing necessary registered rectification Deed in favour of the Purchasers at the cost of the Purchasers.

#### **THE SCHEDULE -A** **SCHEDULE OF THE PROPERTY**

ALL THET the piece and parcel of the bastu land measuring 05K-08Ch-29Sq.ft more or less at present physical survey and measurement the said bastu land measuring 05K-05Ch-02Sq.ft more or less comprising R.S. Dag No. 1188, R.S Khatian No. 699 hal 749, Mouza : Garfa, J.L. No. 19, Re. Su. No. 2, P.O. Haltu, P.S. Garfa, 24-Parganas(S) being its Premises No. 17, Nivedita Sarani ( mailing address; 22, Nivedita Sarani), Ward No. 104, Borough No. XII, Kolkata 700 078 with 1500 sft old dilapidated one storied brick built house net cement flooring standing thereon. The land is butted and bounded as

**On the North** :- Land of Sri Satya kar

**On the South** :- 3100 wide common passage

**On the East** :- Land of Sri Kartick Chandra Roy.

**On the West** :- Land Sri Ajit Kr. Bhattacharjee & other

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*Tajash Kumar*  
Proprietor.



**SCHEDULE - B ABOVE REFERRED TO:****(The Flat)**

ALL THAT the said flat no. " \_\_\_\_\_ " at \_\_\_\_\_ Floor, \_\_\_\_\_ facing of the building constructed at Premises No. 17, Nivedita Sarani ( mailing address; 22, Nivedita Sarani), Ward No. 104, Borough No. XII, Kolkata 700 078 comprising 02(two) bed rooms, 1(one) drawing room, 1(one) Dining room, 1 (one), kitchen, 1 (one) toilet, 1 (one) W.C., 1(one) veranda (excluding) with vitrified tiles flooring measuring \_\_\_ Sq.ft. or \_\_\_ Sq.Mt (carpet area) area as per enclosed layout/plan of the said flat.

**: SCHEDULE 'C' ABOVE REFERRED TO: -****(COMMON AREA AND FACILITIES)**

- a) Common boundary walls and main entrance gate at Western side, together with land appurtenant to building within the boundary wall, passage, easements, entrance leading to road.
- b) The foundations, main structures to the building, columns, girders, beams supports and main walls, corridors, lobbies and path ways.
- c) Concealed electrical wiring and fittings and fixtures for lighting in the stair - cases, lobbies, common passage and other common areas in the building and in the said land and Electric distribution board.
- d) Water pump and underground water reservoir, overhead water tank and distribution pipes from the tank to different units and from reservoir to the tank, K.M.C. main water connection.
- e) Water and sewerage evacuation pipes from the units to drains and sewers common the building.
- f) The roof along with parapet walls and terrace of the building.

**:- TRANSFER AND DISMEMBERMENT: -**

i) The properties and the rights hereby conveyed to the Purchasers including these arising out of these presents shall be one lot and shall not be partitioned or dismembered in part or parts in the manner.

ii) The Purchasers shall be entitled to sell, transfer, assign, mortgage, dispose of let out or part with possession of the said flat according to their choice.

iii) Subject to the provisions contained in this deed and subject to the provisions of law for the time being in force the purchaser shall be entitled to exclusive ownership possession and enjoyment of the flat together with all the benefits, rights and facilities as herein specifically provided and the properties hereby conveyed to the purchasers will be heritable and transferable as other immovable properties save and subject to the extent elsewhere herein contained.

**:- MUTATION OF TAXES AND IMPOSITIONS: -**

The Purchasers shall apply on their own initiative for and have the said flat separately assessed for the purpose of assessment of the Kolkata Municipal Corporation rates and taxes if and in so far as the same are allowable in law and shall also apply for and

For RAJLAKSHMI ENTERPRISE

*Joyash Kumar Jha*  
Proprietor



obtain mutation in his name as Purchasers of the said flat and/ or co - owners of the building in the relevant Municipal and other records.

Until such time as the flat/apartment comprised in the said unit is not separately assessed and / or mutated in respect of Municipal rates and taxes of imposition the Purchasers will pay proportionate share of such municipal rates and taxes or impositions on demand from time to time by the Association to be formed by the flat owners on his own initiative and endeavor.

The liability of payment of the purchasers of all such taxes impositions and outgoing will accrue with effect from the date of execution of this Indenture of Sale.

**MANAGEMENT AND MAINTENANCE OF THE COMMON PORTION**

Subject to the purchasers complying with his obligation hereunder and the flat owners association shall manage, maintain and control the common portions and do acts deeds and things as be necessary or expedient for the common portion and the purchasers will co-operate with the association therefore.

**ADDITION ALTERATION AND PAYMENT OF BETTERMENT FEES ETC**

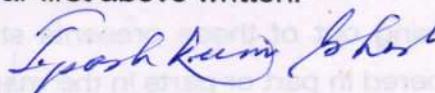
The Purchasers shall at their costs wholly in case it relates to the said Unit or any part thereof and proportionately in case it relates to the common portions make all alterations and additions to be required to be made in the building or any part thereof and similarly pay all betterment's and other similar levies and all other fees which are required to be paid by the Purchasers and /or other Purchasers with regard to the building and/or user thereof including the change or user if any as may arise, accrue or be deemed at any time thereafter.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands, seals the day, month and year first above written:-

**SIGNED AND DELIVERED**

at Kolkata in Presence of: -

1)

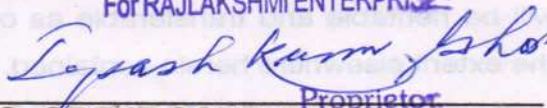
  
AS CONSTITUTED ATTORNEY FOR  
Smt. Indira Das  
Sri Ranjit Kumar Das

**SIG. OF OWNERS**

- 1.
- 2.

2)

**(SIG. OF THE PURCHASERS)**  
For RAJLAKSHMI ENTERPRISE

  
Proprietor

**SIG. OF THE CONF. PARTY**

**Drafted by:-** \_\_\_\_\_

**Typed by:-** \_\_\_\_\_

Subimal Dutta



Alipore Police Court, Kolkata-27

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the above named Purchasers the within mentioned sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** as and by way of consideration money as per memo below:-

BANK NAME	BRANCH	CHQ. NO.	DATE	AMOUNT IN Rs.
<b>TOTAL=</b>				<b>Rs. _____</b>

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

**WITNESSES:**

1)

For RAJLAKSHMI ENTERPRISE  
  
 Proprietor.

2)

\_\_\_\_\_  
**SIG. OF THE CON. PARTY.**

Typed by:- \_\_\_\_\_

Subimal Dutta,  
 Alipore Police Court, Kolkata-27.