

**DEED OF CONVEYANCE**

**THIS INDENTURE** made this the \_\_<sup>th</sup> **day of** \_\_\_\_\_, 2019 (**Two thousand and Nineteen**) **A.D**

**B E T W E E N**

Contd.....

**(1) SMT REKHA TIWARI, (PAN-ADNPT6554E)** wife of Sri Swadesh Tewari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.O & P.S – Shakespeare Sarani, Kolkata – 700071 **(2) SRI GANESH SANKAR TIWARI, (PAN-ABXPT1321M)** son of Late Shiv Kumar Tewari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.O & P.S – Shakespeare Sarani, Kolkata – 700071 **(3) SMT NIRMALA TIWARI, (PAN-ACFPT8032M)** wife of Sri Ganesh Sankar Tewari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.O & P.S – Shakespeare Sarani, Kolkata – 700071 **(4) SMT DEBJANI GHOSH, (PAN-AHFPG0214Q)** Wife of Sri Pabitra Ghosh , by faith - Hindu, by occupation - Business, residing at, 111/1 P. Majumder Road, P.O. Haltu, P.S – Kasba, Kolkata – 700078 **(5) SRI ARJUN GHOSH, (PAN-AUVPG1182E)** son of Sri Pabitra Ghosh, by faith - Hindu, by occupation - Business, residing at 111/1 P.Majumder Road, P.O. Haltu, P.S – Kasba, Kolkata – 700078 **(6) SRI RAJU MONDAL, (PAN-AXGPM2663L)** son of Sri Nemai Chandra Mondal, by faith - Hindu, by occupation - Business, residing at, 20 Rajdanga Main Road, P.O & P.S – Kasba, Kolkata – 700078 **(7) SRI JAYANTA MONDAL, (PAN-BKBPM6147E)** son of Sri Nemai Chandra Mondal, by faith - Hindu, by occupation - Business, residing at 20, Rajdanga Main Road, P.O & P.S – Kasba, Kolkata – 700078 **(8) SMT PUTUL MONDAL, (PAN-BKFPM6206E)** wife of Sri Aujdhya Mondal alias Bapi Mondal, by faith - Hindu, by occupation - Business, residing at, 19, Rajdanga Main Road, P.S – Kasba,

Kolkata – 700078, and owner No. 1 to 8 & 10 are herein represented by their Constituted Attorney **SRI PABITRA GHOSH, (PAN-AHHPG3614L)** son of Late Barindra Kumar Ghosh, by faith: Hindu, by occupation: Business, residing at 111/1, P. Majumdar Road, P.O Haltu, P.S. Kasba, Kolkata: 700078 by virtue of a registered General Power of Attorney, dated 11<sup>th</sup> February, 2011 and registered on 17<sup>th</sup> February, 2011 before Additional Registrar of Assurance- III, Kolkata and recorded in its Book - IV, CD Volume No - 2, Pages 764-781, being no - 00878 for the year 2011, another registered in the office of the A.R.A –III, Kolkata, dated 15th July, 2016 and recorded in its Book – IV, Volume No – 1903-2016, Pages 103830 to 103851, being no. 190304272 for the year 2016 **(9) SRI PABITRA GHOSH, (PAN-AHHPG3614L)** son of Late Barindra Kumar Ghosh, by faith: Hindu, by occupation: Business, residing at 111/1, P. Majumdar Road, P.S.: Kasba, Kolkata: 700078, **(10) SMT DEBALA MONDAL (PAN-BKBPM6140D)** wife of Sri Nemai Chandra Mondal, by faith - Hindu, by occupation - Housewife, residing at 20, Rajdanga Main Road, P.O. Kasba, P.S – Kasba, Kolkata – 700078, hereinafter collectively referred to as the **“OWNERS/ VENDORS”** (which expression shall unless excluded by or repugnant to the context include their respective legal heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**.

**AND**

**M/S. DEEPREKHA TRACOM PVT. LTD., (PAN-AADCD7295G)** a Private Limited Company duly incorporated under the Companies Act, 1956 having its office at previously 18, R.N. Mukherjee Road, Kolkata-700001 and presently 56E, Hemanta Basu Sarani, Stephen House, Room No. 47, 3 rd Floor, P.S. Hare Street, Kolkata-700001, represented by its Director **SRI PABITRA GHOSH, (PAN-AHHPG3614L)** son of Late Barindra Kumar Ghosh, by faith - Hindu, by occupation - Business, residing at 111/1, P. Majumder Road, P.S.-Kasba, Kolkata-700078, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART.**

**AND**

\_\_\_\_\_ **(PAN - \_\_\_\_\_) (Mob. No. - \_\_\_\_\_), (Aadhar No. - \_\_\_\_\_),**  
son/wife/daughter of \_\_\_\_\_, by faith - \_\_\_\_\_,  
by occupation - \_\_\_\_\_, by Nationality - Indian, residing at \_\_\_\_\_,  
Police Station - \_\_\_\_\_, P.O. \_\_\_\_\_,  
Kolkata- \_\_\_\_\_, in the District \_\_\_\_\_  
hereinafter shall be called and referred to as the **“PURCHASER”** (which expression shall unless excluded by or repugnant to the subject or

context be deemed to mean and include his/her legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**WHEREAS** while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said 61 Cottach 11 Chittaks 16 Sq. ft. of land appertaining to R.S. Dag no- 3235, 3236, 3258, 3259, 3260, under R.S. Khatian no. 555 in Mouza- Kasba, sold, conveyed and transferred a portion of the said land measuring more or less 03 Cottach 7 Chittaks 35 Sq. ft. of land appertaining to R.S. Dag no. 3260 under R.S. Khatian no. 555 in Mouza-Kasba, to one Smt Urmila Mondal wife of Late Satish Chandra Mondal by way of “Deed of Conveyance” ( Bengali Kobala) which was registered in the office of the District Sub-Registrar Alipore, 24 Parganas and duly recorded in Book No. I, Volume- 82, Pages in written 125 to 128, being Deed No. 4639, for the year 1957.

**AND WHEREAS** while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said 58 Cottach 3 Chittaks 26 Sq. ft. of land appertaining to R.S. Dag no- 3235, 3236, 3258, 3259, 3260, under R.S. Khatian no. 555 in Mouza- Kasba, sold, conveyed and transferred a portion of the said land measuring more or less 02 Cottach 1 Chittaks 15 Sq. ft. of land appertaining to R.S. Dag no. 3236

under R.S. Khatian no. 555 in Mouza-Kasba, to one Sri Shyamal Kanti Majumder son of Jageshor Majumder by way of “Deed of Conveyance” ( Bengali Kobala) which was registered in the office of the Sub-Registrar Alipore, 24 Parganas and duly recorded in Book No. I, Volume-92, Pages in written 124 to 130, being Deed No. 3111, for the year 1977.

**AND WHEREAS** while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said 56 Cottach 2 Chittaks 11 Sq. ft. of land appertaining to R.S. Dag no- 3235, 3236, 3258, 3259, 3260, under R.S. Khatian no. 555 in Mouza- Kasba, sold, conveyed and transferred some portion of the said land measuring more or less 7 Cottach 02 Chittaks 07 Sq. ft. of land appertaining to R.S. Dag no. 3236 and 3258 under R.S. Khatian No. 555 in Mouza-Kasba, to the different Purchasers in several plots.

**AND WHEREAS** while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said net land measuring more or less 49 Cottahs 00 Chittaks 04 sq.ft of land of schedule land appertaining to R.S. Dag no. 3235, 3259, 3260, under R.S. Khatian no. 555 in Mouza- Kasba, died intestate on 08.05.1982 leaving behind him surviving sole widow **(1) SMT. DAKHYAMANI**

**MONDAL**, four sons namely **2) SHRI KAMAL KRISHNA MONDAL, 3) SHRI NAREN MONDAL, 4) SHRI NEMAI CHANDRA MONDAL, 5) SHRI RABIN MONDAL** and four daughters namely **6) SMT. NEHAR MONDAL, 7) SMT. GITA MONDAL, 8) SMT. GOURI MONDAL, 9) SMT. KRISHNA SINGHA** as his legal heirs and successors who jointly inherited the said land measuring more or less 49 Cottahs 00 Chittaks 04 sq. ft. in equal shares and became jointly seized and possessed of the said land lying in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3235, 3259, 3260, under R.S. Khatian no. 555 under Kolkata Municipal Corporation, Ward no. 107, within the limits of District-24 Parganas (South).

**ANDWHEREAS** the heirs of **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, namely **(1) SMT. DAKHYAMANI MONDAL, 2) SHRI KAMAL KRISHNA MONDAL, 3) SHRI NAREN MONDAL, 4) SHRI NEMAI CHANDRA MONDAL, 5) SHRI RABIN MONDAL 6) SMT. NEHAR MONDAL, 7)SMT. GITA MONDAL, 8) SMT. GOURI MONDAL, 9) SMT. KRISHNA SINGHA** jointly Purchased by a Bengali Kobala Bengali Language and character from Smt Sushila Beya land measuring more or less .4 decimals i.e 2 cottahs 6 chittacks 32 sq.ft lying in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3260/6126, under R.S. Khatian no. 555 under Kolkata Municipal Corporation, Ward no. 107, within the limit of District-24

Parganas (South) and the said Bengali Kobala (Bengali language) which was registered in the office of the D.R. Alipore, south 24 parganas, recorded In Book No. I, Volume No. 125, Pages. 206 to 211, being Deed No. 6579 for the year 1993.

**ANDWHEREAS** the heirs of **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, namely (1) **SMT. DAKHYAMANI MONDAL**, 2) **SHRI KAMAL KRISHNA MONDAL**, 3) **SHRI NAREN MONDAL**, 4) **SHRI NEMAI CHANDRA MONDAL**, 5) **SHRI RABIN MONDAL** 6) **SMT. NEHAR MONDAL**, 7) **SMT. GITA MONDAL**, 8) **SMT. GOURI MONDAL**, 9) **SMT. KRISHNA SINGHA** became the jointly absolute owners of land measuring 51 cottahs 06 chittacks 36 sq.ft lying in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3235, 3259, 3260 and 3260/6126, under R.S. Khatian no. 555 under Kolkata Municipal Corporation, Ward no. 107, within the limit of District- 24 Parganas (South).

**AND WHEREAS** Sm. Krishna Singha wife of Sri Ajoy Singha and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal by a Deed of Sale duly registered in the office of D.S.R. at Alipore being Deed No.261 for the year 1986 sold and conveyed to Smt Saraswati Mondal wife of Robin Mondal measuring 9½ decimals in respect of R.S.Dag No. 3235 and 3259 under Khatian No. 555 registered in the office of D.S.R. at



Alipore Vide Book No. I, Volume No. 6, Page No. 238 to 244, being Deed No. 261 for the year 1986.

**AND WHEREAS** Sm. Nihar Mondal wife of Subhas Mondal and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal by a Deed of Sale duly registered in the office of D.S.R at Alipore being Deed No. 262 for the year 1986 sold and conveyed to Sindu Mondal alias Sindhu Moyee Mondal wife of Kamal Mondal alias Kamal Krishna Mondal measuring 9½ decimals of land in respect of R.S Dag No.3235 & 3259 under Khatian No. 555 Registered in the office of the D.S.R. Alipore being Book NO. I, being, Volume No. 6, Pages 245 to 251 being Deed No.262 for the year 1986.

**AND WHEREAS** Dakhyamani Mondal, wife of Phani Bhusan Mondal by a Deed of Sale duly registered in the office of D.S.R. at Alipore being Deed No.263 for the year 1986 sold and conveyed unto her four sons namely Kamal, Naren, Nemai and Rabin measuring 9½ decimals of land in respect of R.S.Dag No.3235 & 3259 under Khatian No. 555 by a Deed of Sale registered in the office of D.S.R. Alipore, Vide Book NO. I, Volume No. 6, Pages 252- 258 being Deed No.263 for the year 1986.

**AND WHEREAS** the heirs of **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL, namely (1) SMT. DAKHYAMANI MONDAL, 2) SHRI KAMAL KRISHNA MONDAL, 3) SHRI NAREN MONDAL, 4) SHRI NEMAI**

**CHANDRA MONDAL, 5) SHRI RABIN MONDAL 6) SMT. NEHAR MONDAL, 7)SMT. GITA MONDAL, 8) SMT. GOURI MONDAL, 9) SMT. KRISHNA SINGHA** jointly Purchased by a Bengali Kobala Bengali Language and character from Smt Sushila Beya land measuring more or less .4 decimals i.e 2 cottahs 6 chittacks 32 sq.ft lying in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3260/6126, under R.S. Khatian no. 555 under Kolkata Municipal Corporation, Ward no. 107, within the limit of District-24 Parganas (South) and the said Bengali Kobala (Bengali language) which was registered in the office of the D.R. Alipore, south 24 parganas, recorded In Book No. I, Volume No. 125, Pages. 206 to 211, Being Deed No. 6579 for the year 1993.

**AND WHEREAS** Dakhyamani Mondal died intestate on 25.08.1996 leaving her surviving four sons namely Kamal Mondal, Rabin Mondal, Nemai Mondal, Naren Mondal, four married daughters namely Nehar Mondal, Gita Mondal, Gouri Mondal and Krishna Singha who became entitled to her 1/9<sup>th</sup> share in 4 decimals of land in equal shares.

**AND WHEREAS** said Sm. Gita Mondal, Gouri Mondal, Smt Nehar Mondal, and Smt Krishna Singha by a Deed of Gift dated 09.07.1993 made a gift their undivided 4/9<sup>th</sup> share of land in respect of Dag No. 3260, 3260/6126, under Khatian No. 555 unto their brother's wife Smt Sindu

Moyee Mondal Alias Sindu Mondal, Smt Karuna Mondal, Smt Debala Mondal and Smt Saraswati Mondal which was registered in the office of the D.S.R. –Alipore and duly recorded in Book No. I, Volume No.177, Pages 130 to 136 being No.9589 for the year 1993.

**AND WHEREAS** by Deed of Gift from their husband's sister Smt Sindhu Moyee Mondal Alias Sindu Mondal, Smt Karuna Mondal, Smt Debala Mondal and Smt Saraswati Mondal become the absolute owner of undivided each  $1/9^{\text{th}}$  share total  $4/9^{\text{th}}$  share of land measuring 24 decimal more or less in respect of R.S Dag No. 3260, 3260/6126, under Khatian No. 555 in Mouza Kasba, J.L No 13. in the District 24 parganas (South).

**AND WHEREAS** Sm. Karuna Mondal wife of Sri Naren Mondal by a Deed of Gift dated 09.07.1993 duly registered in the office of D.S.R. at Alipore being Deed No.9588 for the year 1993 gifted her undivided  $1/9^{\text{th}}$  share of land unto Sri Aujdhya Mondal alias Bapi Mondal measuring 6 decimals i.e 3 cottahs 10 chittacks 4 sq.ft more or less in R.S. Dag No. 3260 and 3260/6126 under Khatian No. 555 registered in the office of D.S.R. at Alipore Vide Book No. I, Volume No. 176, Pages 493- 497 being Deed No. 9588 for the year 1993.

**AND WHEREAS** Naren Mondal died intestate on 28.10.1995 leaving him surviving his widow Karuna Mondal who became entitled to his undivided share in the property.

**AND WHEREAS** Rabin Mondal died intestate on 01.07.1998 leaving him surviving his heirs namely (1) wife Saraswati Mondal (2) only son Sri Prasanta Mondal and (3) only daughter Smt Samita Dey nee(Mondal) became entitled to his undivided share in the property.

**AND WHEREAS** while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, since deceased son of Late Mahendra Nath Mondal being the predeceased in the interest of the vendors was enjoying his right, title, interest and possession in respect of the rest 51 Cottach 06 Chittaks 36 Sq. ft. more or less of land appertaining to R. S. Dag no- 3235, 3259, 3260, and 3260/6126 under R.S. Khatian no. 555 in Mouza- Kasba, some portion of land i.e. 4 Cottahs 09 Chittaks 36 sq. ft. more or less of land was merged with the development of K.M.C. Road work and as such net land of the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahenbdra Nath Mondal became measuring more or less 46 Cottahs 13 Chittaks 00 sq.ft of land.

**AND WHEREAS thus the Vendors therein are the joint Owners of the property each having distinct undivided share and or otherwise well**

**and sufficiently entitled to the said property, and they got their Property by way of inheritance in different way measuring 46 Cottahs 13 Chittacks 00 Sq.ft more or less** together with structure thereon being K.M.C. Premises No. 18,19,20, and 21 Rajdanga Main Road, P.S. Kasba, Kolkata-7000107, and K.M.C Ward No. 107 more fully and particularly mentioned and described in the Schedule hereunder written.

**AND WHEREAS** by Registered 10 nos of Deed of Sale dated 15.02.2011, made between **(1) SRI KAMAL KRISHNA MONDAL alias SRI KAMAL MONDAL**, son of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, **(2) SMT SINDHU MOYEE MONDAL ALIAS SINDU MONDAL**, wife of Sri Kamal Krishna Mondal, **(3) SMT KARUNA MONDAL**, wife of Late Naren Mondal, **(4A) SMT SARASWATI MONDAL**, wife of Late Rabin Mondal, **(4B) SRI PRASANTA MONDAL**, son of Late Rabin Mondal, **(4C) SMT SAMITA DEY nee (MONDAL)** wife of Sri Alok Dey and daughter of Late Rabin Mondal, **(5) SRI NEMAI CHANDRA MONDAL, ALIAS NEMAI MONDAL** son of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, **(6) SMT DEBALA MONDAL**, wife of Sri Nemai Chandra Mondal, Alias Netai Mondal, **(7) SRI AUJDHYA MONDAL, alias BAPI MONDAL** son of Sri Bholanath Mandal, , **(8) SMT NEHAR MONDAL**, wife of Sri Subash Mondal and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, **(9) SMT GITA MONDAL**, wife of Sri Bholanath Mondal and

daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, **(10) SMT. GOURI MONDAL**, wife of Sri Monoj Mandal, and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, , **(11) SMT KRISHNA SINGHA**, wife of Sri Ajoy Singha and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal , therein referred to as the Vendors, the said Vendors sold, transferred and conveyed jointly at ALL THAT the piece or parcel of bastu land measuring 46 Cottahs 13 Chittacks more or less together with Structure standing thereon in 10 numbers of Sale Deed in different undivided share at land appertaining to R. S. Dag no- 3235, 3259, 3260, and 3260/6126 under R.S. Khatian no. 555 in Mouza- Kasba, being Premises No.18,19,20,21, Rajdanga Main Road, P.S.- Kasba, Kolkata- 700107, and said deeds was registered before the Additional Registrar of Assurances-I, Kolkata and recorded as follows (1) Book No.1, Volume No. 3 , Pages 6543 to 6579, being No. 1198 for the year 2011 in favour of Sri Ganesh Sankar Tiwari and undivided land area measuring 6 Cottahs, 6 chittacks more or less (2) Book No.1, Volume No. 3 , Pages 6580 to 6616, being No. 1199 for the year 2011 in favour of Smt Debjani Ghosh and undivided land area measuring 7 Cottahs, more or less (3) Book No.1, Volume No. 3, Pages 6617 to 6653, being No. 1200 for the year 2011 in favour of Sri Arjun Ghosh and undivided land area measuring 1 Cottahs, 10 chittacks 36 sq.ft more or less (4) Book No.1, Volume No. 4 , Pages 196 to 232, being No. 1201 for the year 2011 in favour of Smt Nirmala Tiwari and undivided land area measuring 6

Cottahs, 6 chittacks more or less (5) Book No.1, Volume No. 3 , Pages 6654 to 6689, being No. 1202 for the year 2011 in favour of Sri Pabitra Ghosh and undivided land area measuring 7 Cottahs, more or less (6) Book No.1, Volume No. 3 , Pages 6690 to 6726, being No. 1203 for the year 2011 in favour of Sri Jayanta Mondal and undivided land area measuring 2 Cottahs, 12 chittacks 29 sq.ft more or less (7) Book No.1, Volume No. 3, Pages 6727 to 6763, being No. 1204 for the year 2011 in favour of Sri Subrata Mondal and undivided land area measuring 2 Cottahs, 12 chittacks 28 sq.ft more or less (8) Book No.1, Volume No. 3, Pages 6764 to 6800, being No. 1205 for the year 2011 in favour of Smt Putul Mondal and undivided land area measuring 3 Cottahs, 10 Chittacks 4 sq.ft more or less (9) Book No.1, Volume No. 3, Pages 6801 to 6836, being No. 1206 for the year 2011 in favour of Sri Raju Mondal and undivided land area measuring 2 Cottahs, 12 chittacks 29 sq.ft more or less (10) Book No.1, Volume No. 3, Pages 6837 to 6873, being No. 1207 for the year 2011 in favour of Smt Rekha Tiwari and undivided land area measuring 6 Cottahs, 6 chittacks 9 sq.ft more or less.

**AND WHEREAS** thus the **Vendors herein jointly became the absolute owners and seized and possessed of ALL THAT piece and parcel of bastu land measuring 46 Cottahs 13 chittacks more or less** together with Structure standing thereon in 10 numbers of Sale Deed in different undivided share at land appertaining to R. S. Dag no- 3235, 3259, 3260,

and 3260/6126 under R.S. Khatian no. 555 in Mouza- Kasba, being Premises No.18, 19, 20, 21, Rajdanga Main Road, P.S.- Kasba, Kolkata-700107, more fully and particularly described in the First Schedule here under written.

**AND WHEREAS** the Owners/Vendors herein approached the Developer herein with the proposal to construct a multi storied building upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation for residential and commercial purpose comprising of several self contained flats and car parking space of mutual profits, interest and benefits on or over the said property more fully and particularly mentioned and described in the First Schedule here under written.

**AND WHEREAS** the Owners/Vendors have specifically represented to the Developer that they are the absolute Owner of the property more fully and particularly mentioned and described in the Schedule hereunder written which representation the Developers have bonafide believed that the Owners/ Vendors are absolutely seized and possessed of well and sufficiently entitled to the said premises in its entirety as the Owners thereof and that they have full right and absolute authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by anybody in this behalf and



have also declared and confirmed that they have not executed any sort of instrument like sale, lease, gift, mortgage, charge or Agreement for sale, and Development Agreement with regard to the said property with anybody / bodies, person / persons, concern / concerns, company / companies and authority / authorities.

**AND WHEREAS** the said Owners Sri Ganesh Shankar Tiwari, Smt Nirmala Tiwari, Smt Rekha Tiwari, Smt Debjani Ghosh, Sri Arjun Ghosh, Sri Pabitra Ghosh, Sri Jayanta Mondal, Sri Subrata Mondal, Sri Raju Mondal and Smt Putul Mondal jointly became the absolute owners and seized and possessed of **ALL THAT** piece and parcel of bastu land measuring 46 Cottahs 13 Chittaks more or less together with structure standing thereon in 10 numbers of Sale Deed mentioned above in respect of undivided share of land appertaining to R.S. Dag No.: 3235, 3259, 3260 and 3260/6126 under R.S. Khatian No. 555 in Mouza: Kasba, being Premises No.: 18, 19 20, 21, Rajdanga Main Road (subsequently renumbered as premises No. 20, Rajdanga Main Road), P.S.: Kasba, Kolkata: 700107, more fully and particularly described in the First Schedule hereunder written and the said land has been jointly and severally mutated in the name of the Vendor herein along with all other owners in the records of the Kolkata Municipal Corporation bearing Assessee No. 311071600201 dated 01/04/2013 and they have been paying the requisite taxes regularly.

**AND WHEREAS** the owners herein and Developer herein executed MOA dated 17.02.2011, and the said Owners appointed the said M/S. DEEPREKHA TRACOM PVT. LTD., a Private Limited Company duly incorporated under the Companies Act, 1956 having its office at 56E Hemanta Basu Sarani, Stephen House, Room No. 47, 3 rd Floor, P.S. Hare Street, Kolkata-700001, to develop the aforesaid property measuring an area of measuring 46 Cottahs 13 Chittacks more or less together with Structure standing thereon more or less and authorized **M/S. DEEPREKHA TRACOM PVT. LTD.**, to develop the said land described in the First Schedule hereunder written and constructing new building thereon comprising of flats, car parking spaces, shop rooms and covered spaces to be sold on ownership basis of Developer's allocation share in accordance with the plan sanctioned by the Kolkata Municipal Corporation and the Owners agreed to convey the land/undivided proportionate share of land in respect of flats constructed thereon in respect of flats/ car parking spaces/ covered spaces/ shop rooms erected thereon in such building to any purchaser or purchasers on the terms and conditions and for consideration stated thereon.

**AND WHEREAS** the said Owners duly executed and registered a General Power of Attorney, registered in the office of the A.R.A -III, Kolkata, dated 11<sup>th</sup> February, 2011 and registered on 17<sup>th</sup> February, 2011 and recorded in its Book - IV, CD Volume No - 2, Pages 764-781, being no - 00878 for

the year 2011, in favour of **SRI PABITRA GHOSH** one of the Director of **M/S. DEEPREKHA TRACOM PVT. LTD.**, a Private Limited Company duly incorporated under the Companies Act, 1956 having its office at 56E, Hemanta Basu Sarani, Stephen House, Room No. 47, 3rd Floor, P.S. Hare Street, Kolkata-700001, authorizing him to do acts deeds things as stated therein.

**AND WHEREAS** said **M/S. DEEPREKHA TRACOM PVT. LTD.** duly applied the sanction of the building plan to the Kolkata Municipal Corporation for the Construction of a **ground plus seven storied building** at the said premises No. 20, Rajdanga Main Road, P.S. Kasba, Kolkata: 700107, being Assessee No. 311071600201, Police Station- Kasba, Kolkata- 700107, now within the local limits of the Kolkata Municipal Corporation under Ward No. 107 and paying municipal taxes regularly and enjoying the same free from all encumbrances hereinafter referred to as the **“Said Premises”** which is more fully and particularly mentioned and described in the First Schedule hereunder written. After sanctioned plan No..... dated ..... from the Kolkata Municipal Corporation, the developer and owners executed Registered Agreement dated 31.08.2013 between the parties for their allocation ratio which was registered in the office of the D.S.R-III, Alipore South 24 Parganas and recorded in Book No. I, C.D Volume number 15, page from 8246 to 8266 being No. 07873 for the year 2013.

**AND WHEREAS** the landowners thereafter duly executed and **registered a fresh Development Agreement** and appointed **M/S. DEEPREKHA TRACOM PVT. LTD** as the Developer of the said Premises incorporating the formerly agreed terms, conditions and stipulation and restrictions vide MOA dated 17.02.2011. The said **Development Agreement was duly registered** on 19.05.2014 at the office of the **Additional Registrar of Assurances – I, Kolkata and recorded in Book No. I, CD Volume No.9 from Pages 3954 to 4002 as being No. 04194 for the year 2014.**

**AND WHEREAS** during the pendency of the said agreement one of the owner namely the said Subrata Mondal, who was a bachelor, died intestate on 17.05.2016 leaving behind surviving his mother namely **Smt Debala Mondal (Owner No- 10 herein)** as his only class-I legal heir, successor, legal representatives who inherited the said undivided right, title and interest in the undivided share of land measuring 2 Cottah 12 Chittak 28 Square feet out of total land area 46 cottah 13 chittacks more or less together with structure thereon being premises no. 20, Rajdanga Main Road, P.S.-Kasba, Kolkata-700107 under K.M.C.Ward No.107, and K.M.C Assessee No. 311071600201, by operation of Law and have become seized and possessed of and otherwise well and sufficiently entitled to the same on his death, as per provision of Hindu Succession Act 1956. And subsequently executed another supplementary agreement dated 15th July, 2016, with all the parties and also executed separate General Power

of Attorney in favour of Prabitra Ghosh as Developer, registered in the office of the A.R.A -III, Kolkata, dated 15th July, 2016 and registered on 15th July, 2016 before Additional Registrar of Assurance- III, Kolkata and recorded in its Book – IV, Volume No – 1903-2016, Pages 103830 to 103851, being no – 190304272 for the year 2016, in favour of Sri Pabitra Ghosh one of the Director of **M/S. DEEPREKHA TRACOM PVT. LTD.**, a Private Limited Company duly incorporated under the Companies Act, 1956 having its office at 56E Hemanta Basu Sarani, Stephen House, Room No. 47, 3 rd Floor, P.S. Hare Street, Kolkata-700001, authorizing him to do acts deeds things as stated therein.

**AND WHEREAS** event so happening said **Smt Debala Mondal (Owner No.10 herein)** along with others owner namely Sri Ganesh Sankar Tiwari, Smt Debjani Ghosh, Sri Arjun Ghosh, Smt Nirmala Tiwari, Sri Pabitra Ghosh, Sri Jayanta Mondal, Smt Putul Mondal, Sri Raju Mondal, Smt Rekha Tiwari, became joint Owners of the said premises.

**AND WHEREAS** the Developer has taken registration of the project under the provisions of the **W.B.H.I.R Act from the WBHIRA** authorities having Registration No. \_\_\_\_\_ dated \_\_\_\_\_ and the proposed building nearly complete.

**AND WHEREAS** the party of the Third Part herein or the Purchaser herein has applied for allotment of a \_\_\_\_ BHK flat in the said Real Estate Project named \_\_\_\_\_ for purchasing the same against valuable consideration.

**AND WHEREAS** the Purchaser being desirous of acquiring ALL THAT the Unit No. \_\_\_\_\_ containing a carpet area of \_\_\_\_\_ Sq. ft. corresponding to the super built up area of \_\_\_\_\_ Sq. ft. on the \_\_\_\_th floor of Tower named as \_\_\_\_\_ of the Building Complex known as \_\_\_\_\_ presently in course of completion on a part of the said land TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities, and amenities of the said Tower TOGETHER WITH right to use of \_\_\_\_ Covered Car Parking Space in the complex TOGETHER WITH the undivided proportionate variable impartible share in the land underneath the said Tower attributable thereto more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter collectively referred to as the said UNIT) approached the Vendors/ Developer.

**AND WHEREAS** by an Agreement dated \_\_\_\_\_ made between the parties hereto the Vendors & the Developer had agreed to sell and the Purchaser had agreed to purchase ALL That the said Unit at and for the consideration of a sum of Rs. \_\_\_\_\_ /- (Rupees:

\_\_\_\_\_ ) only and on the terms and conditions therein contained.

**AND WHEREAS** at or before execution of the said Agreement the Purchasers:-

A. had fully satisfied himself as to the title of the Vendors and the right of the Vendors in respect of the said land.

B. had inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the Vendors/Developer and agreed not to raise any objection with regard thereto.

C. had satisfied himself about the project layout and the future sanctions to be obtained and the future constructions to be made by the Vendors/Developer on the said land.

D. had verified the location and site of the said Unit including the egress and ingress thereof and also the area of the said Unit as stated in the said Agreement and agreed not to dispute the same.

E. had acknowledged that the right of the Purchaser shall remain restricted to the said Unit.

F. had acknowledged that the Vendors/ Developer 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 building complex being constructed erected

and completed on the said land and the Purchasers shall have no objection thereto.

G. had satisfied himself as to the built up area and the super built-up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various units comprised in the said building complex and had agreed not to challenge or dispute the same in any manner whatsoever or however.

**AND WHEREAS** In pursuance to the said Plan the Vendors/ Developer has completed construction of the independent and/or autonomous Tower namely .....

**AND WHEREIN** the said Unit comprises and has obtained the occupation certificate in respect of the said Tower.

**AND WHEREAS** The Purchaser has now satisfied himself as to the following:-

- (a) The super built up area of the Unit.
- (b) Structural stability of the Tower.
- (c) Construction of the Tower and the Unit.
- (d) The fittings and fixtures installed.
- (e) Completion and finishing of the Unit.



- (f) The situation of car parking space, if purchased.
- (g) The supply of water and electricity.
- (h) The common facilities and amenities of the Tower and the Complex.

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

- (i) **ASSOCIATED AREA:** shall mean the right to use any space (if any) specifically to be demarcated by the Vendors/Developer for the purpose of using it as open space area and/or lawn area along with the said Unit aforesaid, provided the same is allotted and that the same is fully described herein.
- (ii) **BUILT UP AREA:** shall mean the plinth area of the Unit and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein along with the proportionate share of the staircase, lift and lift lobby in the floor on which the Unit is located. Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. The Built-Up area as settled and agreed in relation with the Super Built-Up area, shall not be questioned by the

Purchasers whether the same be little more or less on actual measurement.

- (iii) **CAR PARKING SPACE:** shall mean the space in the parking area of the building complex expressed or intended or reserved by the Vendor/ Developer for parking of motor cars/ scooters/other vehicles.
- (iv) **COMMERCIAL AREA COMMON PARTS:** shall mean common areas of the Commercial Portion which may include meter rooms, main gates, security rooms, electrical rooms, darwan's quarter, paths and passages, common passage, drive ways, entrance gates, administrative and caretaker's room, Toilet meant for commercial common area, water connection in the commercial portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Commercial Portion Co-Owners and/or Co-Occupiers.
- (v) **COMPLEX/PROJECT:** shall mean the entirety of the area comprising **ALL THAT** piece and parcel of bastu land measuring 46 Cottahs 13 Chittaks more or less together with structure

standing thereon in 10 numbers of Sale Deed mentioned above in respect of undivided share of land appertaining to R.S. Dag No.: 3235, 3259, 3260 and 3260/6126 under R.S. Khatian No. 555 in Mouza: Kasba, being Premises No.: 18, 19 20, 21, Rajdanga Main Road (subsequently renumbered as **premises No. 20, Rajdanga Main Road**), **P.S.: Kasba, Kolkata: 700107 K.M.C Assessee No. 311071600201** more fully and particularly described in the FIRST SCHEDULE hereunder and any extended or added area thereto and the new building/s to be constructed thereon of which some building/s and any part of the building/s will be for commercial, medical centre or mixed uses and purposes and the other remaining buildings will be for residential uses and purposes.

- (vi) **CO-OWNERS** according to the context shall mean all the buyers and/or Purchasers and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit and have taken possession of such Unit and for all unsold Units, possession whereof not having been parted with by the Vendors, shall mean the Vendors.
- (vii) **COMMON AREAS:** shall mean the common areas mentioned as specified in the THIRD SCHEDULE hereunder written for

common use and enjoyment of the Co-Owners which include the driveway and paths to which the Purchasers hereby consents.

(viii) **COMMON EXPENSES:** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Owners and all other expenses for the common purposes to be contributed, borne, paid and shared on actual by the Co-Owners including those mentioned in the FOURTH SCHEDULE hereunder written.

(ix) **COMMON PURPOSES:** shall mean and include the purpose of managing, maintaining and upkeeping the Common Areas and Service Installations, rendition of common services in common to the Co-Owners, collection and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Service Installations in common.

- (x) **COMMON SPACE:** shall mean all spaces open to sky at the ground level of the building including driveways, paths, passages, side spaces but excluding open car parking spaces.
- (xi) **HOLDING ORGANISATION:** shall mean a trust to be created under the Indian Trust Act by the Vendor at a later date with the first trustees being nominated by the Vendor to take over the overall charge of the said Complex from the Vendor and inter-alia for the purpose of managing and controlling the maintenance of the Complex.
- (xii) **MAINTENANCE BODY:** shall mean and include the Vendor or its Agency so long as the Vendor does not hand over the management of the new building complex to the Holding Organisation, and after the same is made over, the Holding Organisation.
- (xiii) **PLAN:** shall mean the **sanctioned plan of Kolkata Municipal Corporation having No.\_\_\_\_\_ dated \_\_\_\_\_** for construction of a multi-storied, multi-use and residential building complex comprising of several independent building towers upon the "said land" known as \_\_\_\_\_  
Together With all modifications and/or alterations thereto from

time to time made or to be made by Vendor as per the project layout or under advice or on the recommendation of the Architect or as per the directive of any statutory authority or otherwise in the interest of the project.

- (xiv) **SAID LAND:** shall mean **ALL THAT** piece and parcel of bastu land measuring 46 Cottahs 13 Chittaks more or less together with structure standing thereon in 10 numbers of Sale Deed mentioned above in respect of undivided share of land appertaining to R.S. Dag No.: 3235, 3259, 3260 and 3260/6126 under R.S. Khatian No. 555 in Mouza: Kasba, being Premises No.: 18, 19 20, 21, Rajdanga Main Road (subsequently renumbered as premises No. 20, Rajdanga Main Road), P.S.: Kasba, Kolkata: 700107 K.M.C Assessee No. 311071600201 more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and any extended or added area thereto and the new building/s to be constructed thereon of which some building/s and any part of the building/s will be for commercial, medical centre or mixed uses and purposes and the other remaining buildings will be for residential uses and purposes.

- (xv) **SAID SHARE:** shall mean stipulated proportionate undivided indivisible impartible share in the land underneath the Tower in which the Unit comprises and attributable to the said Unit.
- (xvi) **SAID UNIT:** shall mean the Unit No. \_\_\_\_\_ containing a carpet area of \_\_\_\_\_ Sq. ft. corresponding to the super built up area of \_\_\_\_\_ Sq. ft. on the \_\_\_\_th floor of Tower named as \_\_\_\_\_ of the Building Complex known as \_\_\_\_\_ presently in course of completion on a part of the said land more fully and particularly mentioned and described in the Part I of the SECOND SCHEDULE hereunder written with fittings and fixtures to be provided therein by Vendor and wherever the context so permits shall include the Purchasers' proportionate undivided share in the Common Areas and Service Installations as also in the land underneath the Tower attributable to the said Unit and right to use of one Covered Car Parking Space in the complex as mentioned and described in the Part II of the SECOND SCHEDULE hereunder.
- (xvii) **SERVICE INSTALLATIONS:** shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, compound light poles, garden lights, pumps with related

equipments and soak ways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water.

(xviii) **SUPER BUILT-UP AREA:** shall include the built up area of the Unit and proportionate share of stair head room, lift machine room, service unit of ground floor, fire water sump, U.G ring for hydrant, overhead lire reservoir, fire refuge platforms, pump rooms, water treatment plant, sewage treatment plant, septic tank, domestic water sump, Overhead domestic water tank, pipeline duct, electrical duct, lift service duct, shafts, lofts and other infrastructure area

(xix) **TOWER:** shall mean an independent building consisting of several flats and other spaces intended for independent or exclusive use.

(xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

(xxi) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER, similarly words importing FEMININE GENDER shall include MASCULINE



GENDER and NEUTER GENDER Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

**NOW THIS INDENTURE WITNESSETH** that in pursuant of the said Sale Agreement and in consideration of the aforesaid sum of Rs. \_\_\_\_\_/- (Rupees: \_\_\_\_\_) only of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendors/Developer (the receipt whereof the Vendors/Developer doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchasers and the said unit and properties appurtenant thereto) the Vendors/ Developer doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchasers All that the Unit No. \_\_\_\_\_ containing a carpet area of \_\_\_\_\_ Sq. ft. corresponding to the super built up area of \_\_\_\_\_ Sq. ft. on the \_\_\_\_th floor of Tower named as \_\_\_\_\_ of the Building Complex known as \_\_\_\_\_ presently in course of completion on a part of the said land more fully and particularly mentioned and described in the Part I of the THIRD SCHEDULE hereunder written with fittings and fixtures to be provided therein by Vendor and wherever the context so permits shall include the Purchasers' proportionate undivided share in the Common Areas and Service Installations as also in the land underneath the Tower attributable to the said Unit and right to use of one Covered Car Parking

Space in the complex as mentioned and described in the Part II of the THIRD SCHEDULE hereunder (all of which are hereto before as well as hereinafter collectively referred to as the SAID UNIT 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 in common with the Co-Owners and the other lawful occupants of the Complex AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit 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 Purchasers.

**AND WHEREAS THE VENDORS/ Developer DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows:-

(a) Notwithstanding any act deed matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary the Vendors is now lawfully rightfulliy and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit 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 now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchasers in the manner as aforesaid.

(c) The said Unit 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 any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendors.

(d) The Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit 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 Vendors or any person or persons having or lawfully or equitably claiming as aforesaid.

(e) The Purchasers 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 Vendors or any person or persons lawfully or equitably claiming as aforesaid.

(f) **AND FURTHER THAT** the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers 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 Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.

(h) The Vendors/Developer doth hereby further covenant with the Purchasers 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 Purchasers shall produce or cause to be produced to the Purchasers or to his 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 Premises and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other true copies or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

**AND WHEREAS THE PURCHASERS SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAE"TER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR** as follows :-

1. (a) To co-operate with the Maintenance Body and the Vendor in the management and maintenance of the Tower or the Complex.
- (b) To observe the rules framed from time to time by the Vendor and upon the formation of the Holding Organisation by such Organisation.
- (c) To use the said Unit for residential purpose and not for other purposes whatsoever without the consent in writing of the Vendor.
- (d) To allow the Vendor/Holding Organisation with or without workmen to enter into the said Unit for the purpose of maintenance

and repairs but only with 48 hours prior notice in writing to the Purchasers.

(e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the Unit and proportionately for the complex and/or common parts/ areas and wholly for the Unit and/or to make deposits on account thereof in the manner mentioned hereunder to the Vendor/Holding Organisation. Such amount shall be deemed to be due and payable on and from the date of possession (as defined herein) whether physical possession of the said Unit has been taken or not by the Purchasers. The said amounts shall be paid by the Purchasers without raising any objection thereto regularly and punctually within 72 hours to the Vendor/Holding Organisation.

(f) To deposit the amounts reasonably required with the Vendor/Holding Organisation towards the liability for rates and taxes and other outgoings.

(g) To pay charges for electricity in relation to the said Unit wholly and proportionately relating to the common areas.

(h) Not to subdivide the said Unit and/or the parking Space or any portion thereof.

(i) Not to do anything or cause to be done anything or prevent or obstruct or interfere in any way whatsoever in the Vendor's developing the Complex by constructing or completing the

remaining buildings/towers and the common areas from 8 A.M. to 10 P.M. on any day notwithstanding any temporary disruption or inconvenience in the Purchasers' user or enjoyment of the said Unit.

(j) Not to claim any damages or make any claim on any account regarding the quality of materials and specifications and not to claim any damage against the Vendor if the complex is not completed within the completion date or on any other account whatsoever.

(k) Not to raise any objection with the Vendor installing any telecom tower, TV tower, Internet tower for the Complex or erect a neon/glow sign, lit/unlit hoarding on the roof of any Tower or Towers and the considerations for these rights will be received by the Vendor.

(l) To maintain or remain responsible for the structural stability of the said Unit/Tower and not to do anything which has the effect of affecting the structural stability of the complex and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the complex or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.

(m) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

(n) Not to damage demolish or cause to damage or demolish the said Unit or any part thereof with respect to water proofing treatment or the fittings and fixtures affixed thereto.

(o) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the Vendor/ Holding Organisation differs from the colour scheme of the complex or which in the opinion of the Vendor/Holding Organisation may affect the elevation in respect of the exterior walls of the Towers of the complex.

(p) The Purchasers may install grills internally as per approved design and specified norms at extra costs. Such designs shall have to be approved by the Vendor/ Holding Organisation/Architect.

(q) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Unit or any



part of the complex or cause increased premium to be payable in respect thereof if the complex is insured.

(r) Not to make in the Unit any structural additions and f or alterations such as beams, columns, partition walls, shear walls, etc or improvements of a permanent nature except with the prior approval in writing of the Vendor/Holding Organisation and with the sanction of the authorities concerned as and when required.

(s) Not to use the Unit or permit the same to be used for any purposes whatsoever other than residential purpose and not to use for any purpose which may or is likely to cause nuisance or annoyance to co- owners/occupiers of the other portions of Tower or the complex or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

(t) Not to keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

(u) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of his own car/cars.

(v) Not to park car on the pathway or open spaces of the complex or at any other place except the space allotted to him and shall use the pathways as would be decided by the Vendor/Holding Organisation.

(w) Not to let out transfer or part with the possession of the parking space, if the right of parking car is granted hereunder, independent of the said Unit or vice versa, with the only exception being that the Purchasers shall be entitled to let out transfer or part with possession of the parking space independent of the said Unit to any other Co-owner of the said Complex and none else.

(x) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

(y) To abide by such building rules and regulations as may be made applicable by the Vendor/ Holding Organisation.

**HOUSE RULES:**

(1) The lobbies, entrances and stairways of the Towers of the Complex shall not be obstructed or used for any purpose other than ingress to and egress from the Unit in the complex.

- (2) No Purchasers/ Occupier shall make or permit any disturbing noises in the complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall use any loud speaker in the Unit if the same shall disturb or annoy other occupants of the complex.
- (3) Each Purchasers shall keep his Unit in a good state of preservation and cleanliness and shall not throw or permit to be
- (4) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Towers of the said complex. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/Holding Organisation.
- (5) The Purchasers shall not store in the Unit or bring into the Complex any goods or articles of hazardous, combustible or dangerous nature or so heavy as to damage the construction or structure of the Tower/Complex or which is objected to by the Vendor or the Holding Organisation or the Maintenance Body. Further, the Purchasers shall not carry or cause to be carried heavy articles or packages to upper floors of the Tower/Complex, which may damage or is likely to damage the staircases, lift, common passages or any other Common Space at the

Tower/Complex. If any damage is caused to the Unit, Common Space or to the Complex on account of any act, negligence or default on part of the Purchasers or his agents, servants, guests, invitees, the Purchasers shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/or damage caused as may be levied by the Vendors or the Holding Organization, as the case may be, whose decision in this regard shall be final and binding upon the Purchasers.

- (6) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Towers of the complex excepting such as shall have been approved by the Vendor/Holding Organisation.
- (7) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the complex except such, as shall have been approved by the Vendor/Holding Organisation, nor shall anything be projected out of any window of the complex without similar approval.
- (8) Water-closets and other water apparatus in the Complex shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be

paid for by the Unit-owner in whose apartment it shall have been caused.

- (9) No bird or animal shall be kept or harboured in the common areas of the complex. In no event shall dogs and other pets be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances permitted on elevators or in any of the common portions of the Complex unless accompanied.
- (10) No television aerial shall be attached to or hung from the exterior of the Unit.
- (11) Garbage and refuse from the Unit shall be deposited in such place only in the complex and at such time and in such manner as the Maintenance Body/Holding Organisation may direct.
- (12) No vehicle belonging to a Purchaser or to a member of the family or guest, tenant or employee of the Purchasers shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the complex by another vehicle.
- (13) These house rules may be added to, amended or repealed at any time by the Vendor/Holding Organisation.

2. The Purchasers agree that:

- (a) The right of the Purchasers shall remain restricted to the Said Unit and the properties appurtenant thereto and the Purchasers shall have no

right nor shall claim any right over and in respect of any other Unit or any other portion of the said building complex in any manner whatsoever.

(b) The Purchasers shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the FOURTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Vendor/Holding Organisation to be payable from the Date of Commencement of Liability to the said Vendor/Holding Organisation without any abatement or demand.

(c) The proportionate rate payable by the Purchasers for the common expenses shall be decided by the Vendor/Holding Organisation from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchasers' Unit only and proportionately for the complex as a whole. The statement of account of the apportionment of the -charges as prepared by the Vendor/Holding Organisation shall be -conclusive and final. The Purchasers shall not be entitled to dispute or question the same provided that the billing is reasonable.

(d) The access to the ultimate roof is common with others. BUT not to use the common areas and installations including the roof of the Tower(s) for holding any cultural/ social/ functional programme or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

(e) So long as each Unit in the complex shall not be separately mutated and separated the Purchasers shall pay the proportionate share of all

rates and taxes assessed on the whole complex. Such proportion is to be determined by the Vendor/ Holding Organisation on the basis of the area of such Unit in the complex.

(f) The Purchasers shall maintain at his costs, the said unit in the same good condition state and order in which the same has been delivered to the Purchasers and abide by all laws, bye laws, rules, regulations and restrictions of the Government, KMC, CESC Ltd., Fire Services and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit as well as the user operation and maintenance of the lift, generator, water, electricity, drainage, sewerage and other installations and amenities at the said complex, and to make such additions and alterations in or about or relating to the said Unit and/or the Complex as may be required to be carried out by the Purchasers independently or in common with the other Co-owners as the case may be without holding the Vendor/Holding Organisation in any manner liable or responsible therefore, and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for all consequences and the Purchasers shall indemnify and keep the Vendor/Holding Organisation saved harmless and indemnified from and against all loss damage costs claims demands actions and proceedings and consequences that it may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchasers.

(g) To apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the Kolkata Municipal Corporation.

(h) To bear and pay and discharge exclusively the following expenses and outgoings: -

(i) Municipal rates and taxes and water tax, if any, assessed-on or in respect of the said Unit directly to Kolkata Municipal Corporation Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchasers shall pay to the Vendor/Holding Organisation proportionate share of all such rates and taxes assessed on the said complex;

(ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Unit or the Tower or the said complex as a whole and whether demanded from or payable by the Purchasers or the Owner and the same shall be paid by the Purchasers wholly in case the same relates to the said Unit and proportionately in case the same relates to the Tower or the said complex as a whole.

(i) To apply to CESC Ltd. individually for obtaining supply of power and the meter for his Unit. The Purchasers shall be required to pay the applicable security deposit and/or other charges for the same to CESC Ltd.



(j) The Purchasers agree and undertake to maintain or remain responsible for the structural stability of the said Unit/Tower and not to do anything which has the effect of affecting the structural stability of the complex and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy, as to affect or endanger the structure of the complex or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit. Not to make in the Unit any structural additions and/or alterations such as beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. The Purchasers are aware that the building is a shear wall construction, and if the Purchasers demolishes, punctures, and/or in any other way alters the existing shear walls and/or add or in any way put up a new concrete or masonry structure / partition in the Said Unit, the stability of the said building will be endangered since the building structure is not designed to take such load. The Purchasers further indemnifies the Owner that in the event of happening of any of the events as mentioned above, the purchasers would be solely responsible for the same.

(k) In the event of any default by the Purchasers towards payment of the Maintenance Charges/Common expenses or any other sum or any breach

or default of any of the provisions of the bye laws or rules/regulations of the Holding Organization, the Association/ Holding Organisation/Vendor shall be entitled to withhold/ terminate the right of the Purchasers to use and access the Common Areas and Facilities till the time the Purchasers had cleared all its dues and outstanding in this regard along with interest for delayed payment at such rate as may be determined from time to time and/or the breach/default by the Purchasers has been remedied.

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

1. The Vendor shall be entitled to raise further storey or stories or make construction, addition or alteration on the roof of the Tower or on any part thereof or on any open or covered space of the said Tower in accordance with law and to use and connect all common installations facilities and utilities at said Tower for and to all such construction, addition or alteration.
2. The Vendor shall be entitled to set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the Tower or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity thereat or there from and to connect and/or replace all common installations facilities and utilities in and for the complex to the same for

such construction or otherwise and to use, enjoy, hold, sell, grant, transfer or otherwise part with the same with or without any obstruction and in any manner, to any person or persons and on such terms and conditions as the Vendor may in its sole discretion think fit and proper.

3. The Vendor shall be entitled to develop and utilize the open space or spaces surrounding the building or otherwise and the Vendor shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law.

4. The Purchasers shall neither have nor shall claim any right or interest in any additional area that is or can be constructed lawfully on the said Land or on the Tower or any part thereof, due to need, changes in any law, rules, regulations or bye-laws or otherwise nor shall have any right or interest in any future vertical or horizontal exploitation of the Tower by way of additional or further construction or otherwise.

5. Without prejudice to the other obligation, conditions, restriction and stipulation as regards the use of the Tower's common portions any right of use of the Purchasers in respect of such common portion or any part thereof shall be subject always to the paramount and over-riding rights and authority of the Vendor to:

(a) The Purchasers shall not have any right to nor shall object, oppose or dispute any use, construction, development or transfer of the excluded or reserved areas with or without any construction, addition or alteration

and hereby undertakes and covenants not to raise any dispute objection, hindrance, obstruction or claim with regard to the same or the doing or carrying out of any such act, deed or thing contemplated in the clauses above and shall cooperate with the Vendor and sign, execute and submit all affidavit declarations, powers, authorities, no objections, consents, etc. as may be required by them for the said purposes.

(b) The undivided share in the land below and underneath the Tower hereby sold and transferred and attributable to the Said Unit shall always remain indivisible and impartible.

(c) Upon the Purchasers fulfilling his obligations and the covenants hereunder, the Vendor or the Holding Organisation or the Maintenance Body shall manage and maintain and control the Common Areas of the said complex and the tower and shall do all such acts deeds matters and things as may be necessary or expedient for the common purposes and the Purchasers shall cooperate with the Vendor or the Holding Organisation or the Maintenance Body with regard to payment of the proportionate share of the Municipal rates and taxes and other outgoings and the common expenses.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** the piece or parcel of bastu land measuring 46 Cottahs 13 chittacks 00 Sq.ft more or less together with structure thereon, lying at and being comprised in Mouza-Kasba, Pargana - Khaspur, Police Station-

Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3235, 3259, 3260 and 3260/6126, under R.S. Khatian no. 555 being K.M.C. Premises No. 20, Rajdanga Main Road, P.S. Kasba, Kolkata- 700107, being Assessee No. 311071600201, Police Station- Kasba, Kolkata- 700107, now within the local limits of the Kolkata Municipal Corporation under Ward No. 107, within the limit of District-24 Parganas (South) together with all easement right thereto butted and bounded by :-

**On The North By** : Rajdanga Main Road, land and Building of B.Ghosh

**On The East By** :Common Passage, Land of Laxmi Mondal and Madhab family's property.

**On The West By** :157, Rajdanga Main Road, Sil and Narayan Banerjee's House and Common Passage.

**On The South By** :Residence of Raja Sen and Majumder's Land and Common Passage;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO)**

**PART -I**

**ALL THAT** the Residential Unit No. \_\_\_\_\_ on the \_\_\_\_\_ side of the \_\_\_\_\_th floor of the Tower in Block 'A/B' of the Complex known as \_\_\_\_\_ constructed on the portion of the land described in the First Schedule hereinabove written a carpet area of \_\_\_\_\_ Sq. ft. corresponding to the

super built up area of \_\_\_\_\_ Sq. ft. (be the same a little more or less) and delineated in the Plan 'A' annexed hereto duly bordered thereon in "RED" TOGETHER WITH the undivided proportionate variable share in the common parts, portions, areas, facilities, and amenities of the said Tower. TOGETHER WITH the undivided proportionate variable impartible share in the land underneath the said Tower attributable thereto.

## **PART- II**

**ALL THAT** right to use one number of Covered Car Parking Space having an area of 135 Sq. ft. of the COMPLEX as delineated in the Plan 'B' annexed hereto duly bordered thereon in "RED".

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

## **PART -I**

### **Common Parts and Portions**

1. The foundation, columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Unit to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures as allocated by the Vendor.

6. Boundary walls including outer side of the walls of the new building complex and main gates.
7. Water pump and motor with installation and room therefore.
8. Bore well, Tube well water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.
9. D.G, transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/ doors/ grills and other fittings of the common area of the premises.
11. Generator and its installations and its allied accessories and room.
12. Lifts and therefore their accessories installations and spaces required.
13. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as:
  - (I) part of the top roof of the Block not meant for common use including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof;
  - (II) Open terraces on any floors of the Block;
  - (III) the Parking spaces of the Block (Save and except the parking space, roof, terraces specifically allotted to the Purchasers;

- (IV) the elevation and the exterior of the Block;
- (V) Gardens/Lawns;
- (VI) Transformer, Effluent Treatment Plant etc., water treatment unit, D.G;
- (VII) Club Complex including Gymnasium;
- (VIII) Community haU complex;
- (IX) Commercial building; and
- (X) Such other open and covered spaces which is hereinafter expressed or may from time to time be expressed or intended not to be a common portion and the rights thereto. The excluded and reserved areas shall never be claimed by the Purchasers to be a part of the Block's Common Portions and the Owner shall be entitled to all rights and interest in respect thereof.

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO**

##### **Maintenance Charges**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective Towers of the



complex and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens, water bodies and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

6. Paying such workers as may be necessary in connection with the upkeep of the complex.

7. Insuring any risks.

8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.

9. Cleaning as necessary of the areas forming parts of the complex.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional lighting apparatus as the OWNER may think fit.

11. Maintaining and operating the lifts.

12. Providing and arranging for the emptying receptacles for rubbish.

13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various Towers of the complex or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit/Units.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.

15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Units.

18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the OWNER may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Holding Organisation it is reasonable to provide.

21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.

23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

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

**SIGNED, SEALED AND DELIVERED**

At **Kolkata**, in the presence of **Witnesses**:

1.

---

**VENDORS / FIRST PART**

---

**DEVELOPER/ SECOND PART**

2.

---

**PURCHASER / THIRD PART**

**Drafted by me**

**ADVOCATE**

**High Court, Calcutta**

**Enrol No. WB/675/1992**

**RECEIVED** of and from the within named Purchasers herein the sum of **Rs. ..../- (Rupees .....)** **only** being the agreed total consideration money i.e. as per memo below.

**MEMO OF CONSIDERATION**

<i>DATE</i>	<i>CHQ NO</i>	<i>BANK NAME/ Branch</i>	<i>AMOUNT RS.</i>
<b>TOTAL-</b>			

**(Rupees .....)** **only**

**Witnesses:-**

1.

\_\_\_\_\_  
**Signature of Developer/ Owners**

2.

**DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019**

**@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@**

**BETWEEN**  
**M/S. DEEPREKHA TRACOM PVT. LTD,**  
**DEVELOPER**  
**AND**  
**M/S. DEEPREKHA TRACOM PVT. LTD,**  
**DEVELOPER**  
**AND**  
**Mr. ....,**  
**PURCHASER**

**INDENTURE**

**UNIT NO. \_\_\_\_ ON THE \_\_\_\_**  
**FLOOR OF THE TOWER A/B**  
**MEASURING \_\_\_\_ sq.ft.**  
**IN THE \_\_\_\_ AT 20, Rajdanga**  
**Main Road, P.S. Kasba, Kolkata- 700107.**

**RATAN PAL**  
**Advocate**  
**High Court, Calcutta**  
**6, Old Post Office Street, First Floor**  
**Temple Chamber, Room – 35,**  
**Kolkata-700001**