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THIS INDENTURE made this day of Two Thousand Nineteen **BETWEEN ELEGANT PROFIN PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having **CIN U70200WB1996PTC079875**, having **PAN AAACE7642M**, having its registered office situated at No. 2, Anandilal Poddar Sarani (formerly known as Russel Street), 1st floor, Post Office _____, Police Station Shakespeare Sarani, Kolkata 700 071, represented by its Director **Ashish Dalmia**, son of Santosh Kumar Dalmia having PAN AFAPD3109G, having Aadhar No. _____, having Mobile No. _____, residing at _____, Post Office _____, Police Station _____ Kolkata _____ **AND (2) BELVEDERE ENTERPRISES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having **CIN U45201WB1996PTC079874**, having **PAN AABC4284D**, having its registered office situated at No. 2, Anandilal Poddar Sarani (formerly known as Russel Street), Post Office _____, Police Station Shakespeare Sarani, Kolkata 700 071, represented by its Director **Mahesh Kumar Prahladka**, son of Late Manturam Prahladka having PAN AESPP1850R, having Aadhar No. _____, having Mobile No. _____, residing at _____, hereinafter jointly referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in- interests and assigns) of the **FIRST PART AND ZIRCON DEALERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having **CIN U51109WB1996PTC081950**, having **PAN AACZ1160H**,

having its registered office situated at Premises No.122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its Director **Umesh Kyal**, son of the Late Govind Ram Kyal having PAN AGCPK9667R, having Aadhar No. _____, having Mobile No. _____, residing at _____ hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in-interests and assigns) of the **SECOND PART**.

AND

(1) _____, a Company within the meaning of the Companies Act 2013, having PAN _____, having CIN _____, having its Registered Office at _____ represented by its Director _____, son of _____, having PAN _____, having Aadhar _____, having Mobile No. _____, residing at _____, Post Office _____, Police Station _____, hereinafter referred to as the **ALLOTTEE** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-interest and assigns) of the **THIRD PART**

WHEREAS:

- A. By virtue of a compromise decree dated the 11th March, 1955 passed by the Hon'ble High Court at Calcutta in Partition and Administration Suit No.2316 of 1952 (Benarsilal Bagla & Ors. - Vs-Madan Gopal Bagla & Anr.) the said Benarsilal Bagla, Srawan Kumar Bagla, Krishna Kumar Bagla and Pawan Kumar Bagla were jointly allotted **ALL THAT** the piece and parcel of land containing an area of 1 Bigha 10 Cottahs 7 Chittacks and 76 Square Feet be the same a little more or less **TOGETHER WITH** the building/structures standing thereon situate lying at and being premises No.149, Mahatma Gandhi Road (formerly known as Harrison Road) the then Calcutta, more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **Said Property**).
- B. The said Benarasilal Bagla who was governed by the Mitakshara School of Hindu Law died intestate on 6th December, 1960, leaving him surviving his widow Smt. Kaushalya Devi Bagla, his three sons namely Srawan Kumar Bagla, Krishna Kumar Bagla and Pawan Kumar Bagla and seven daughters namely Sneh Prabha Bagla, Sashi Prabha Bagla, Sheela Bagla, Punam Bagla,

Pratima Bagla, Neelam Bagla and Harsha Bagla as his heiress, heirs and legal representatives who upon his death inherited the undivided share in the Said Property.

- C. All the daughters of the said Benarsilal Bagla namely Smt. Sneh Prabha Mansinghka, Smt. Sashi Prabha Goenka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary had mutually decided to release, relinquish or renounce all their rights, title or interest in the said property.
- D. The said Smt. Sashi Prabha Goenka died intestate leaving surviving her husband Mahendra Kumar Goenka and only son Sanjay Goenka and only daughter Smt. Bharti Bhartia as her only heirs, heiress and legal representatives who upon her death jointly inherited her undivided part or share in the said property.
- E. By an Indenture of Conveyance dated the 29th May, 1997 made between the said Srawan Kumar Bagla therein referred to as the Vendor of the First Part and one Belvedere Enterprises Private Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwala, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein jointly referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.4724 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4th part or share of the Said Property **TOGETHER WITH** the 1/4th part or share in the building standing thereon **TOGETHER WITH** the existing tenancies therein.
- F. By another Indenture of Conveyance dated the 29th May, 1997 made between the said Pawan Kumar Bagla therein referred to as the Vendor of the First Part and one Elegant Profin Private

Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwala, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Choudhury therein jointly referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.4827 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4th part or share of the said property **TOGETHER WITH** the 1/4th part or share in the building standing thereon **TOGETHER WITH** the existing tenancies therein.

G. By another Indenture of Conveyance dated the 29th May, 1997 made between the said Krishna Kumar Bagla therein referred to as the Vendor of the First Part and one Elegant Profin Private Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneh Prabha Mansinghka, Smt. Sheela Agarwala, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein jointly referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.4835 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4th part or share of the said property **TOGETHER WITH** the 1/4th part or share in the building standing thereon **TOGETHER WITH** the existing tenancies therein.

H. By another Indenture of Conveyance dated the 29th May, 1997 made between the said Kaushalya Devi Bagla therein referred to as the Vendor of the First Part and one Belvedere Enterprises Private Limited therein referred to as the Purchaser of the

Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneha Prabha Mansinghka, Smt. Sheela Agarwala, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein jointly referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.6189 for the year 2008 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4th part or share of the said property **TOGETHER WITH** the 1/4th part or share in the building standing thereon **TOGETHER WITH** the existing tenancies therein.

- I. Thus the said Elegant Profin Private Limited and Belvedere Enterprises Private Limited jointly became the absolute owners of the Said Property.
- J. The Promoter is engaged inter alia in the business of undertaking development of real estate in and around the city of Kolkata and other places and have acquired considerable skill and expertise and have a reputed professional team at their command for the purpose of undertaking development of real estate.
- K. By a Development Agreement dated the ___ day of __ made between the Vendors herein therein referred to as the Owners of the one part and the Promoter herein therein referred to as the Developer of the other part and registered at the office of the _____, in Book No. I, Volume No.____, Pages ___ to _____, Being No. _____, the Owners have jointly engaged the Promoter inter alia in the business of undertaking development of the said property.
- L. Pursuant to the terms and conditions of the aforesaid Development Agreement the Developer therein and the Promoter herein had got a plan, being Building Plan vide Sanction _____ dated _____, 20____, duly sanctioned by the Kolkata Municipal Corporation for construction of a ___ numbers of multistoried commercial complex comprising of ___ numbers of one Basement + Ground + _____ storeyed

Towers consisting of self contained independent apartments, other constructed spaces, if any and the car parking spaces within the complex and the Common Areas, Project Common Facilities and Amenities constructed by the Developer in terms of said sanctioned plan on the said property or on the part thereof to be known as “_____” (hereinafter referred to as the **said Complex/Project**) and at its own cost and expenses commenced construction of the Project at the said Property.

M. By an Agreement for Sale dated the ___ day of ___ made between the Parties herein (hereinafter referred to as the “Said Sale Agreement”) the said Vendors herein for the terms and conditions mentioned therein had agreed to sell and the Promoter had confirmed the said sale and the Allottee had agreed to purchase All that the Apartment No. ___ having carpet area of _____ Sq.ft. be the same a little more or less together with Exclusive balcony area of ___ Sq. Ft. (total Built up area being _____ **Sq.Ft.** and total Super Built Up area being _____ **Sq.Ft.**), be the same a little more or less on the _____ floor of the Tower No. ___ in the said the Project namely “_____” more fully and particularly described in the **Part I of the Second Schedule** hereunder written Together with the undivided, indivisible, variable, proportionate part or share in the land attributable thereto comprised in the said Property more fully and particularly described in the **First Schedule** hereunder written and Together With proportionate, undivided, indivisible, variable share in the Common Areas, Amenities and Facilities more fully and particularly described in the **Third Schedule** hereunder written and Together with the right to park ___ car at the covered parking space in the _____ level **being no. ___** situated within the said Project more fully and particularly described in the **Part II of the Second Schedule** hereunder written (hereinafter collectively referred to as the “**said Apartment**”) (at and for the total consideration of **Rs. _____/- [Rupees _____ only]** excluding Goods and Service Tax as applicable and subject to the payments of other extras and deposits and other terms and conditions recorded therein.

N. The Promoter has since obtained the Completion Certificate dated the _____ 2019 issued by the Kolkata Municipal Corporation.

P. At or before execution of this Indenture, the Purchasers have inspected, investigated and satisfied themselves as follows:-

- a) the title of the Vendors to the said Property;
- b) the said Plan;
- c) the workmanship, specifications, materials used in the said Apartment and the Tower;
- d) the structural stability of the Tower;
- e) all the documents as recited hereinabove;
- f) the carpet area and the built up area the Apartment;
- h) location of the parking space for car;
- i) the Common Areas, Facilities and Amenities of the said Tower and the Project as a whole.

X. Unless in this Indenture there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

- (a) **ASSOCIATION** – shall mean an Association of Allottees in the Project duly formed by the Promoters under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.
- (b) **BUILT UP AREA** – shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.
- (c) **CARPET AREA-** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and 'exclusive open terrace area' means

the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the Allottee.

- (d) **COMMON AREAS**- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written.
- (e) **COMMON FACILITIES AND AMENITIES**: shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder.
- (f) **COMMON MAINTENANCE EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottee as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee.
- (g) **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottee, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottee and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.
- (h) **PLAN** -shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No. _____ dated ____ day of _____, 20__ for construction of the Ground plus _____ (G+____) building consisting of self contained independent residential apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof to be known as _____ and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.
- (i) **PROJECT** – shall mean the commercial building complex to be known as _____ comprising of one **Ground plus**

_____ (**G+__**) with a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, consisting of self contained independent apartments and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Promoters in terms of the Plan on the said Property or on the part thereof together with all easement rights and appurtenances belonging thereto.

- (j) **RULES-** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (k) **REGULATIONS-** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (l) **SAID PROPERTY** – shall mean **ALL THAT** shall mean **ALL THAT** an area of 1 Bighas 10 Cottahs 7 Chittacks and 76 Sq. ft., be the same a little more or less, **TOGETHER WITH** buildings, hereditaments, tenements, courtyards and other structures whatsoever lying erected and/or built thereon situate lying at and being municipal premises no. 149, Mahatma Gandhi Road (formerly known as Harrison Road), Police Station Jorasanko, Kolkata 700 007, Ward No.43 within the limits of the Kolkata Municipal Corporation more fully and particularly described in the **First Schedule** hereunder written..
- (m) **SAID SHARE** – shall mean pro rata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee.
- (n) **SAID APARTMENT** – shall mean All that the Apartment No. _____ having carpet area of _____ Sq.ft. be the same a little more or less together with Exclusive balcony area of ____ Sq. Ft. (total Built up area being _____ **Sq.Ft.** and total Super Built Up area being _____ **Sq.Ft.**), be the same a little more or less on the _____ floor of the Tower No. _____ in the said the Project namely “_____” more fully and particularly described in the **Part I of the Second Schedule** hereunder written Together with the undivided, indivisible, variable, proportionate part or share in the land attributable thereto comprised in the said Property more fully and particularly described in the **First Schedule** hereunder written and Together With proportionate, undivided, indivisible, variable share in the Common Areas, Amenities and Facilities more fully and particularly described in the **Third Schedule** hereunder written

and Together with the right to park ____ car at the covered parking space in the _____ level **being no.**____ situated within the said Project more fully and particularly described in the **Part II of the Second Schedule** hereunder written.

- (n) **SECTION-** shall mean a section of the Act.
- (o) **SERVICE INSTALLATIONS** – shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.
- (p) **TOWER-** shall mean the new commercial buildings completed in accordance with the said plan at the said Property being named “_____”, containing several independent and self contained apartments, parking spaces and other constructed areas.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said 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 Allottee herein to the Promoter (the receipt whereof the Promoter 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 Allottee and the said Unit and the Rights and Properties appurtenant thereto) and the Vendors do and each of them doth hereby grant, transfer, convey, assign and assure unto and in favour of the Allottee **All that the Flat No.**____ having a carpet area of _____ **sq.ft.** (built up area of _____ **sq.ft.**) be the same a little more or less on the ____ **Floor** of the Tower No.____ of the Commercial complex known as _____ more fully and particularly mentioned and described in the **Part-I** of the **Second Schedule** hereunder written and delineated in the plan annexed hereto, being **Annexure "A"** duly bordered in **RED Together With** the undivided indivisible variable proportionate part or share in the land beneath the said block/tower attributable thereto comprised in the said Property more fully and particularly described in the **First Schedule** hereunder written New Building **Together With** the right to park of one _____ **Parking** space in the **Ground level** being **No.**____ of the said Tower _____ of the New Building complex known as _____ more fully mentioned and described in the **Part-II** of the **Second Schedule** hereunder written and shown and delineated in the map or plan annexed hereto, being **Annexure "B"** duly bordered in colour **GREEN** thereon and **Together With** the undivided proportionate indivisible part or share in the common areas, common facilities and amenities of the said Tower and the said Property in common with the Vendors, Promoter,

Co-Transferees and the other unit owners and the other lawful occupants of the Tower more fully and particularly described in the **Third Schedule** hereunder written (hereinafter collectively referred to as the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever and subject to what is provided hereunder, free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

II. AND THE PROMOTER AND THE VENDORS DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the the Promoter done or executed or knowingly suffered to the contrary and the Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- c) The Said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is subject to what is provided hereunder, free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Promoter.
- d) The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or

demands whatsoever by the Vendor and the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

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

f) **AND FURTHER THAT** the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

g) The Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Vendors and the Promoter do and each of them doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to its attorney 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 property and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND

**THE RIGHTS AND PROPERTIES APPURTENANT THERETO
HEREBY CONVEYED HEREBY COVENANT WITH THE VENDORS
AND THE PROMOTER** as follows:-

- a) to co-operate with the Maintenance-In-Charge in the management and maintenance of the Tower and the complex and other Common Purposes and formation of the Association.
- b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Project and in particular the Common Areas, Facilities and Amenities and other common purposes.
- c) to use the Apartment only for commercial purpose in a decent and respectable manner and for no other purpose.
- d) unless the right of parking car/two wheeler is expressly granted and mentioned in the **Part II** of the **Second Schedule** hereunder written, the Allottee shall not park any car or any other vehicle at any place in the complex (including in the open space at the New Building) and if the right to parking car is so expressly granted and mentioned in the **Part II** of the **Second Schedule** the Allottee shall use the Parking Space only for the purpose of parking of its car.
- e) not to keep in the parking place anything other than private motor car and shall not raise or put up any kutchra or pucca structure grided wall or enclosure thereon or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the said parking space or blocking by putting any articles.
- f) not to use any part of the Project or other Common Areas Facilities and Amenities for bathing or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Co-transferees.
- g) to use the Common Areas Facilities and Amenities only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.
- h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas Facilities and Amenities of the Project.

- i) not to claim any right whatsoever or howsoever over any other Unit or portion of the Tower or the Project save the said Apartment.
- j) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the Tower save a letter-box in the ground floor at the designated place as be expressly approved or provided by the Promoter and a decent nameplate or signage outside or above the main gate of the Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment.
- k) not to alter the outer elevation of the Tower or any part thereof nor decorate the exterior of the Tower otherwise than in the manner agreed by the Maintenance-In-Charge in writing or in the manner as near as may be in which it was previously decorated.
- l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other or in any other portion of the New Building nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other Co-transferee to do so.
- m) not to commit or permit to be committed any alteration or changes in the main structures, beams, pillars, pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Tower.
- n) to keep the Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Tower in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments of the Tower and not to do or cause to be done anything in or around the Flat which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the flat. In particular and without prejudice to the generality to the foregoing, the Allottee do hereby covenant that the Allottee shall not make any form of alteration in the beams and columns passing through the Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- o) not to let out transfer or part with the possession of the Parking Space, if the right of parking of car is granted hereunder, if sold, independent of the flat comprised in the said Apartment nor vice

versa, with the only exception being that the Allottee shall be entitled to let out transfer or part with possession of the parking space independent of the flat to any other Co-transferee of the Tower or in the Complex and none else.

p) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the said Apartment.

q) to maintain at its own costs, the said Apartment in the same good condition state and order clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Ltd., and/or any statutory authority and/or local body with regard to the user and maintenance of the said Apartment as well as the user operation and maintenance of the lifts, Generator, water, electricity, drainage, sewerage and other common areas facilities and amenities at the Tower and to make such additions and alterations in or about or relating thereto as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Vendor and the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendors and the Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Allottee.

r) to apply for and obtain at its own costs separate assessment and mutation of the said Apartment in the records of Kolkata Municipal Corporation and the Vendors shall give their consent for the same, if required.

s) to keep all the pipes, drains, basins, sinks and water closets, if any, in the Flat comprised in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.

t) to collect and throw all refuse, rubbish, scrap, tins, bottles, boxes, containers of all kinds and article that are to be disposed of into the proper bins, receptacles or containers to be provided therefor

by the Maintenance-In-Charge and not to throw the same from through or over the windows or any part of the Flat.

v) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Flat or any part of the New Building any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the said Flat save and except such as shall have been previously approved in writing by the Maintenance-In-Charge.

w) not to change or in any way, vary the frontage or the entrance door of the Flat approved by the Vendors and the Promoter or Maintenance-In-Charge for access to the Flat or in any way to cut or alter the entrance door without first having obtained the written consent of the Vendors and the Promoter or Maintenance-In-Charge, which shall not to be unreasonably withheld.

x) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Flat any weight greater than its load bearing capacity or as the Maintenance-In-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the Tower and any other Tower in the complex.

y) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Tower or the Apartment against loss or damage by fire or policies of insurance on the Tower or the Apartment against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by Maintenance-In-Charge and to repay to Maintenance-In-Charge on demand all sums paid by Maintenance-In-Charge by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of Maintenance-In-Charge.

z) to insure and keep insured the Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Maintenance-In-Charge on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-

Indemnity Clause and if the Allottee at any time fails to keep the Apartment insured as aforesaid, Maintenance-In-Charge may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Allottee to Maintenance-In-Charge. Maintenance-In-Charge and/or the respective holders of areas in rest of the Tower shall insure its respective area as such policy shall include similar cross indemnity clause covering the Allottee for similar risks from the third party liabilities arising from the other parts of the Tower.

aa) to be solely responsible for all its equipment and other property at the said Apartment.

bb) to carry place baggage, furniture, heavy articles or other goods only through the service lift and not to place or take into the other lifts which is/are installed in the Tower.

cc) to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Apartment for selling of or dealing with the products or rendition of the services from the Apartment. As and when called upon to do so, the Allottee shall produce before the Maintenance-In-Charge, all such permissions and licenses and if the Maintenance-In-Charge is not satisfied and require of the Allottee to obtain such other or further permissions or licenses from such authorities, the Allottee shall forthwith cause to obtain such permissions or licenses.

dd) to permit the Promoter or Maintenance-In-Charge and its surveyors or agents with all necessary workmen and appliances at all reasonable times and with previous notice in writing to the Allottee to enter upon the Flat and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining office space of all defects, decays and want of repairs there found.

ee) not to store any combustible or inflammable articles inside the Flat or in part or portion of the Tower.

ff) to ensure that the Fire Detectors and the Fire Detection System installed in the Apartment is properly and timely maintained by the Allottee at its cost.

gg) not to discharge into any conducting media that serve the Tower any substance that may obstruct or cause damage or danger any

noxious, poisonous or radioactive matter or anything likely to pollute or contaminate.

ii) to fix or install air conditioners only at the designated place within the Flat and not elsewhere.

jj) to operate the cooling or ventilation equipment in the Flat in accordance with the regulation made by the Promoter or Maintenance-In-Charge from time to time.

kk) not to play or use at the Apartment any equipment that is audible in the common parts or outside the Tower.

ll) Save and except the Broadband connection provided by the service provider in the new building no radio or television aerial or other any other aerial shall be attached to or hung from the exterior of the Tower. Further no antenna or aerial is also allowed to be installed on the roof.

mm) not to disturb and/or uninstall ever in future the Promoter's logo and/or the project name placed on the main entrance gate, boundary wall and the ultimate roof of the Tower at the said Property and to maintain the same in proper order and manner.

nn) Except the immediate preceding sub-clause, these rules may be added to, amended or repealed at any time by the Promoter and after formation of the Association by the Association. However any such change and/or amendment should not be inconsistent hereto.

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

i) If before formation of the Association, any dispute relating to the said Unit arises by and between the Allottee and the other occupiers of the other parts of the Tower such disputes and differences shall be adjudicated by the Promoter alone whose decision shall be final and binding. The Promoter might authorize the Maintenance-In-Charge to solve the said dispute. After the Association is formed, the same should be adjudicated by the Association alone.

ii) From the date next to the date of making over possession of the said Apartment to the Allottee, the Allottee shall bear, pay and discharge exclusively the following expenses and outgoings:-

a) Property rates and taxes and water tax, if any, assessed on or in respect of the said Apartment directly to Kolkata Municipal

Corporation Provided That so long as the said Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter or the Maintenance-In-Charge proportionate share of all such rates and taxes assessed on the said Property.

b) 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 said Apartment or the Tower or the said Property as a whole and whether demanded from or payable by the Allottee or the Promoter or the Maintenance-In-Charge and the same shall be paid by the Allottee wholly in case the same relates to the said Apartment and proportionately in case the same relates to the complex as a whole.

c) Electricity charges for electricity consumed in or relating to the said Apartment directly to the CESC and until a separate electric meter is obtained by the Allottee for its Apartment, the Promoter shall provide a reasonable quantum of power in the said Apartment from its existing sources and the Allottee shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Apartment at the rate at which the Maintenance In charge shall be liable to pay the same to CESC Limited.

d) Transmission loss charges for electricity required to be paid or incurred by the Promoter or Maintenance-In-Charge proportionately. The said charges would be calculated and/or decided by the Promoter or Maintenance-In-Charge and the decision of the Promoter or Maintenance-In-Charge shall be final and binding on the Allottee.

e) The recurring charges towards running and operation of the Generator to be calculated in the manner following:-

- i) Fuel charges on the basis of the KWH meter and the applicable fuel rates;
- ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.
- iii) Proportionate share of expenses of capital nature to be incurred /likely to be incurred by the Promoter or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator.

- iv) Government duty at applicable rates on alternate generation of power.
- f) Proportionate share of all Common Expenses including those mentioned in the Fourth Schedule hereunder written payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchasers shall pay to the Maintenance In-charge, the maintenance charges of the said Flat as would be calculated and fixed by the Promoter. The maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Allottee.
- g) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchasers in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay in payment of its bills).
- iii) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter or the Maintenance-In-Charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Purchasers, in case the same is left in the Flat or in the letter box in the ground floor of the Tower earmarked for the Flat.
- iv) Until the expiry of three months of a notice in writing given by the Promoter to the Allottee and the other co-owners to take over charge of the acts relating to common purposes, the Promoter shall be the Maintenance In-charge and look after the common purposes and the Purchasers undertakes to regularly and punctually pay to the Promoter or their nominee the maintenance charges and other amounts payable by the Allottee hereunder.
- v) So long the Promoter are the Maintenance In-charge, the Allottee shall not hold the Maintenance-In-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In-charge in its acts relating to the Common Purposes nor shall the Allottee be entitled to hold the Promoter responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the

Allottee as well as the Association shall remain liable to indemnify and keep indemnified the Promoter for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Association.

vi) The notice contemplated hereinabove may be given by the Promoter at its sole discretion upon transfer of all the Apartment in Tower to the Co-owners or, earlier, and immediately upon receipt of such notice, the Allottee along with the other Co-owners shall at their own costs and expenses and in a lawful manner form the Association for the common purposes with the Co-owners as shareholders or members, as the case may be, thereof and each shareholder or member shall have voting rights in such Association equivalent to one vote per Flat, it being clarified that in case there be more than one purchaser of one Flat even then only one of such purchaser who is nominated amongst them shall be entitled to have voting rights appertaining to their Flat.

vii) The Promoter will take necessary initiative for formation of Association under the West Bengal Apartment Ownership Act, 1972 by the Purchasers and the other Co-owners. The Purchasers and the other Co-owners shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Promoter shall not in any manner be responsible and liable therefor except that in the event, the Promoter shall retain any flat, he shall also become a shareholder or member of the Association, as the case may be.

viii) Upon formation of the Association, the Promoter shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Promoter hereunder or so intended to be or so desired by the Promoter hereafter) whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Promoter to all the Co-owners for the time being of the Tower without any further act on the part of the Promoter and whereupon only the Co-owners shall be entitled thereto and obliged therefor. All reference to the Promoter herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association or the Co-owners as the case may be.

ix) At the time of handing over the charge to the Association or to the Co-owners as the case may be the Promoter shall also transfer the residue then remaining of the deposit made by the Allottee under Clause 9 hereinabove after adjusting all amounts then remaining due and payable by the Allottee and the amounts thus transferred shall be held by the Association or the co-owners to the Account of the Co-owners respectively for the purpose thereof and the Purchasers and the other Co-owners and the Association shall remain liable to indemnify the Promoter for all liabilities due to non fulfillment of its obligations by the Allottee and/or the other Co-owners and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the Tower by the Association and/or Co-owners (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the Tower).

x) The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.

xi) In the event of the Allottee failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchasers hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Promoter or the Maintenance-In-Charge interest at the rate of 12% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

- (a) disconnect the supply of electricity to the Unit.
- (b) withhold and stop all other utilities and facilities (including lifts, Generator, etc.) to the Allottee and its servants, visitors, guests, tenants, licenses and/or to the Apartment.
- (c) to demand and directly realise rent and/or other amounts becoming payable to the Purchasers by any tenant or licensee or other occupant in respect of the Apartment.

xii) The Allottee shall observe the covenants as be deemed reasonable by the Promoter or the Maintenance-In-Charge from time to time for the common purposes.

xiii) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Allottee.

xiv) The proportionate share of the Allottee in various matters referred herein shall be such as be determined by the Promoter and the Allottee shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

xv) Save the said Apartment the Allottee shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartment and spaces or constructed areas or Car Parking Spaces at the Tower and the Vendors and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendor and Promoter in its absolute discretion, shall think fit and proper and the Allottee hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendors and Promoter exclusively.

xvi) Subject to sanction being obtained from the Kolkata Municipal Corporation, the Promoter shall be entitled to construct additional floor or floors on the existing top floors of the Tower. In the event, any such sanction being obtained by the Promoter, the Allottee shall not raise any objection in constructing such additional floor(s) above the Tower of the Allottee and the Allottee hereby consents to such construction being made by the Promoter. In the event, such construction being made, the Promoter shall be entitled to connect common facilities and amenities of such additional floor or floors to the facilities and amenities provided in the Tower without any objection of any nature whatsoever by the Allottee. The Allottee shall not make any complaint for any temporary inconvenience being caused by reason of such constructions to any authority or authorities in any manner whatsoever.

xvii) The Promoter reserves unto themselves the exclusive right to use and/or permitted to be used any space in the roof/common areas of the Tower for the purpose of exhibiting any neon sign, signage or any other mode of advertisement.

xviii) The undivided share in the land below and underneath the Tower comprised in the said property hereby sold and transferred and

attributable to the Said Apartment shall always remain indivisible and impartible.

xix) Upon full payment of sale consideration of the said Apartment by the Allottee, the Promoter shall obtain/has obtained the No Objection Certificate from Tata Capital Housing Finance Limited in respect of transfer of the said Unit in favour of the Allottee.

V. HOUSE RULES:

(1) The lobbies, entrances and stairways of the Tower as well as any place in the complex shall not be obstructed or used for any purpose other than ingress to and egress from the Flat.

(2) Each Owner shall keep such flat in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.

(3) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Tower excepting such as shall have been approved by the Vendors.

(4) Water-closets and other water apparatus in the Tower 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 Flat-owner in whose flat it shall have been caused.

(5) Garbage and refuse from the flats shall be deposited in such place only in the complex and at such time and in such manner as the Maintenance-In-Charge of the complex may direct.

(6) No vehicle belonging to a Allottee or to a member of its employee shall be parked in the open space or on the pathway or except the space allotted to it or in such manner as to impede or prevent ready access to the entrance of the complex by another vehicle.

(7) The Allottee shall not fix any antenna, equipment or any gadget on the roof or terrace of the Tower or in any window or the exterior of the Tower excepting that the Allottee shall be entitled to avail of the cable connection facilities provided to all.

(8) After the purchase the Allottee shall get its Apartment mutated. In case of default by the Allottee, the Vendors will be entitled to get the said Flat mutated and apportioned in the name of the Purchasers subject to the Purchaser(s)'s bearing and paying all costs, charges and expenses including professional fees.

(9) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the Tower for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

(10) These house rules may be added to, amended or repealed at any time by the Promoter or the Allottee and other co-owners after formation of the Association. However, any such amendment should be in conformity with the above mentioned rules.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Property)

ALL THAT an area of 1 Bighas 10 Cottahs 7 Chittacks and 76 Sq. ft., be the same a little more or less, **TOGETHER WITH** buildings, hereditaments, tenements, courtyards and other structures whatsoever lying erected and/or built thereon situate lying at and being municipal premises no. 149, Mahatma Gandhi Road (formerly known as Harrison Road), Police Station Jorasanko, Kolkata 700 007, Ward No.43 within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner as follows:-

On the North by : Syed Sally Lane,
 On the South by : Mahatma Gandhi Road,
 On the East by : Premises no. 147, Mahatma Gandhi Road and
 On the West by : Premises no. 151, Mahatma Gandhi Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Unit)

PART I

ALL THAT the Unit No. _____ containing a built-up area of _____ Sq.ft. and Super built-up area of _____ Sq.ft. be the same a little more or less on the _____ **floor** of the New Building known as

_____ now in course of construction on the portion of the said Property described in the First Schedule hereinabove written TOGETHER WITH the undivided proportionate variable share in the common parts, portions, areas, facilities and amenities of the said Building TOGETHER WITH the undivided proportionate variable share in the said Property underneath the said Tower attributable thereto.

[SAID CAR PARKING SPACE]

PART II

ALL THAT the right to park **one number** of car in the covered Car Parking Space at the _____ of the said Property.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS, AMENITIES AND FACILITIES)

(SET OUT)

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

(SET OUT)

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

SIGNED SEALED AND DELIVERED

by the **VENDORS** at Kolkata in the presence of :-

1)

2)

SIGNED SEALED AND DELIVERED

by the **PROMOTER** at Kolkata in the presence of :-

1)

2)

SIGNED SEALED AND

DELIVERED by the **ALLOTTEE** at Kolkata in the presence of :-

1)

2)

R E C E I V E D of and from the
withinnamed ALLOTTEE a sum of
Rs. _____/- **[Rupees**
_____ **only]** being the full
consideration money including TDS as per
Memo below:

MEMO OF CONSIDERATION

Cheque/D.D. No.	Date	Bank Name	Amount (In Rs.)
		TOTAL:	Rs. /-

[Rupees

only].

Signature of the Promoter

WITNESSES:

1.

2.

DATED THIS DAY OF 2019
#####

BETWEEN

.... **VENDOR**
- A N D -

.... **PROMOTER**
- A N D -

.... **ALLOTTEE**

CONVEYANCE

**VICTOR MOSES & CO.
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001.**

DRAFT