

THIS INDENTURE (“Indenture”) executed on this day of, TwoThousand and Twenty Three Only (2023);

BETWEEN

SMT. PARBATI BAI BAGRI, alias **PARWATI BAGRI**, wife of Late Nawal Kishore Bagri, by faith Hindu by occupation Housewife and Landlady, residing at 23, Jatin Das Road, Police Station Tollygunge, Kolkata-700029, having Income Tax pan-BNEPB8201J, hereinafter called and referred to as the **“OWNER/LANGLADY”**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors, successors, administrators, representatives and assigns) being represented by her true and lawful constituted attorney **MANGAL MURTI DEVELOPERS PVT.LTD.**, a company within the meaning of the Indian companies Act, 1956, having Income Tax PAN AAJCM5224A and CIN- U45400WB2014PTC204639, represented by one of its Director **DR.HARINDRA SINGH**, son of Late Paresh Singh of the **FIRST PART**

AND

Mr./Ms. [■] (Aadhar No. [■]) son / daughter of[■], aged about[■], residing at[■], (PAN [■]) hereinafter called the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns) of the **THIRD PART**:

[OR]

(Please insert details of other allottee(s) in case of more than one allottee)

The Owner, Promoter and the Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

deemed to mean and include his legal heirs, executors, successors, administrators, representatives and assigns) of the **SECOND PART**

AND

MANGAL MURTI DEVELOPERS PVT. LTD., a company within the meaning of the Indian Companies Act, 1956 having its registered office at 10, Agrasain Street Liluah, Post Office- Liluah, Police Station- Belur, district- Howrah, Pin code No-711204, having Income Tax Pan AAJCM5224A and CIN- U45400WB2014PTC204639, represented by one of its Director **DR. HARINDRA SINGH**, son of Late Paresh Singh hereinafter called referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, successors-in-office, administrators, representatives and assigns of the **THIRD PART**).

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- 1) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017).
- 2) **“Allottee”** means the person to whom an apartment in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the

said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent.

- 3) **“Apartment”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, used or intended to be used for any residential purpose.
- 4) **“Association”** shall mean an association of all the allottees of the Project (including the Promoter for such Units not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 5) **“Building”** shall mean the new building constructed or proposed to be constructed by the Promoter in accordance with the Sanctioned Plan and includes such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter in the said Project Land from time to time.
- 6) **“Built-Up Area”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if

any wall, column or pillar be common between two Apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Apartment.

- 7) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 8) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Common Areas including the Project and the Project Land, and also the expenses for Common Purposes of the Allottees and shall be payable proportionately by the Allottee periodically as part of maintenance charges.
- 9) **“Common Purposes”** shall include the purposes of managing and maintaining the Project and the Building, and in particular the Common Areas, rendition of services in common to the Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common.
- 10) **“Garage”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a garage or parking space.

- 11) **“Maintenance Agency”** shall mean the Owner for the time being and, upon its formation in terms of rules of the Association, for the Common Purposes.
- 12) **“Common Areas, Amenities & Facilities”** shall mean the common areas, amenities, installations and facilities in the Building and/or the Project or the Project Land, more particularly mentioned in the **THIRD SCHEDULE** hereto.
- 13) **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Promoter in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed Apartments therein are made over to the respective Allottees.
- 14) **“Project Land”** shall mean the land more particularly mentioned and described in **PART - A** of the **FIRST SCHEDULE** hereunder written.
- 15) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project may bear to the Carpet Area of all the Apartments in the Project.
- 16) **“Proportionate Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in

the Project including the Project Land and the Common Areas that is attributable to such Apartment at any point of time.

17) **“Allottee”** shall mean and include :

- (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
- (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
- (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.

18) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

- 19) **“Rights on Allottee's Default”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Allottee.
- 20) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- 21) **“Said Apartment”** shall mean the Said Apartment, the said Garage, (if any), Said Undivided Share and the right of common use of the Common Areas, Amenities and Facilities more particularly mentioned and described in **PART-I** of the **SECOND SCHEDULE** hereunder written.
- 22) **“Said Sale Agreement”** shall mean the Agreement dated made between the Promoter herein, therein also referred to as the Promoter of the Second Part, and the Allottee herein, therein also referred to as the Allottee of the Third Part, whereby the Promoter agreed to sell and the Allottee agreed to purchase the Said Unit at and for the consideration and on the terms and conditions, therein contained.
- 23) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Project Land and the Common Areas attributable to the Said Apartment.
- 24) **“Sanctioned Plans”** shall mean the plan sanctioned by the Howrah Municipal Corporation vide building Permit No. **BRC256/B+7** dated

-----, sanctioned on -----, for construction of the Buildings on the Project Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so.

- 25) **“Super Built-Up Area”** of an Apartment shall mean the Built-Up Area of such Apartment and the Proportionate Undivided Share attributable to such Apartment.
- 26) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 27) **“Singular”** number shall include the **“Plural”** and vice versa.
- B. The Owners are the sole and absolute owners of the Project Land.
- C. The facts describing the devolution of title of the Owner to the Project Land is more particularly mentioned in the **Part II of the FIRST SCHEDULE** hereto.
- D. By the Said Sale Agreement, the Promoter agreed to sell and the Allottee agreed to purchase **ALL THAT** the Said Apartment at or for the consideration and on the terms and conditions, morefully therein contained.
- E. The Promoter has since caused to be completed construction of the Said Apartment in accordance with the Sanctioned Plans.

- F. The Allottee having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Apartment, has been handed over vacant and peaceful possession of the Said Apartment prior to the date of execution of these presents.
- G. Now at the request of the Allottee, the Promoter has in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.
- H. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:
- (a) The title of the Owner and the Promoter to the Project Land and also the Said Apartment;
 - (b) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the Said Apartment;
 - (c) The Sanctioned Plans;
 - (d) The total Carpet Area, Built-up Area and Super Built-up Area in respect of the Said Apartment;
 - (e) The specifications of materials used for construction of the Said Apartment and the Buildings;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. /- (Rupees only) by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said Apartment being hereby conveyed), the Promoter doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the Said Apartment, more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the right to use and enjoy the Common Areas, Amenities and Facilities in common with the other allottees of the Project **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter into or upon the Said Apartment **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 **TO HAVE AND TO HOLD** the Said Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations setforth in the Said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the Said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all

other outgoings in connection with the Said Apartment wholly and the Project and in particular the Common Areas proportionately.

II. THE OWNERS AND THE PROMOTER DO TH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee, the Said Apartment in the manner aforesaid.
- ii) It shall be lawful for the Allottee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owner or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.
- iii) The Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project and the Common Areas to the Association by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and

reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Apartment hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

- iv) The Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee 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 Project and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER as follows:

1. The Allottee agrees and binds himself that the Allottee shall and will at all times hereafter and during the period of his ownership of the Said Apartment abide by and observe the restrictions set-forth in the **FIFTH SCHEDULE** hereunder written and also those as contained in the Said Sale Agreement.
2. The Allottee has also examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, tube-well,

generator and other utilities and facilities at the Project and fire safety under the West Bengal Fire Service Act, 1950 and rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

3. As from the date hereof, the Allottee binds himself to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the Said Apartment, directly to the competent authority **Provided That** so long as the Said Apartment is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project, as the case may be.
 - ii) All other impositions, levies, cess, taxes and outgoings (including Multistoreyed Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Project, as the case may be.

- iii) Electricity charges for electricity consumed in or relating to the Said Apartment directly to electricity supplying body or the Maintenance Agency, as the case may be.
 - iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Apartment and demanded from time to time by the Promoter or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided at the Project.
- 3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Owner or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Allottee and the Allottee shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.
- 3.2 The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Said

Apartment shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

4. The Allottee shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the Said Apartment from the competent authority or other local body, such as Kolkata Municipal Corporation, and the Promoter shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such separation effected, then the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottee.
5. The Allottee shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Apartment and the Allottee shall make

good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said Apartment, the Allottee shall:
 - i) use the Said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;
 - ii) use the Garage, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles and/or two-wheeler vehicles, as the case may be;
 - iii) not use the roof of the Building for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees;
 - iv) use the Common Areas in common with the other allottees only to the extent required for ingress and to egress from the Said Apartment of men materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.

7. The Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees and/or the Promoter, as the case may be.
8. The Allottee shall not make any additions or alterations to the Said Apartment (including internal partition walls, etc.) nor to the Building nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said Apartment or the Project and also not to decorate or paint or clad the exterior of the Said Apartment otherwise than in the manner as be agreed to by the Promoter or the Association in writing.
9. The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time and at all times during his period of ownership of the Said Apartment made in force by the Promoter or the Association (including those contained in the Said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and every part thereof and in particular the Common Areas.

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

- a) The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division or partition in the Project Land towards its Said Undivided Share appurtenant to the Said Apartment.

It is further agreed and clarified that any transfer of the Said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.

- b) All the units and other constructed areas as well as the other open and covered spaces in the Building or the Project Land, as the case may be, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter, and the Allottee shall not claim any right or share therein.
- c) After the allotment and transfer of all the Apartments in the Building or earlier or within three years from the date of obtaining the completion certificate in respect of the Project, as the case may be, the Association of the allottees shall be formed and the Allottee shall become the member thereof, each allottee having voting rights therein in accordance with the Act and the Rules. The Allottee shall, alongwith the other allottees, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes in accordance with the terms already agreed under the Said Sale Agreement.
- d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Promoter to the Allottee and the other allottees to take charge of the acts relating to the Common Purposes whichever be earlier, the Promoter or its nominees shall manage and maintain the Project and in particular the Common

Areas and look after the Common Purposes **subject however** to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

- e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association or the other allottees. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or all the other allottees.
- f) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
- (i) claim interest at the rate per annum as prescribed under HIRA Rules on all
the outstanding amounts.
 - (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Apartment.
 - (iii) discontinue supply of water to the Said Apartment.
 - (iv) Disconnect electricity in the Said Apartment.

- (v) withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.

- g) The bills for maintenance charges / Common Expenses, electricity charges, etc. payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said Apartment or in the letter box in the ground floor of the Buildings and earmarked for the Said Apartment.

- h) The Project shall together at all times as a housing complex bear the name "MangalMurti Enclave" or such other name as be decided by the Promoter from time to time and none else.

THEFIRSTSCHEDULEABOVEREFERREDTO:
PART-I

PART- I ALL THAT piece or parcel of land or ground bearing 2 Bigah and 1 Cottah 8 Chittak 14 Sq.Ft under C.S. Khatian No.111, now comprising within Howrah Municipal Corporation Holding No. 10, Duffer Street, now known as Agrasain Street, P.O. Liluah, P.S. Belur, formerly Bally, District- Howrah within Ward No. 26 which is also corresponding Nos. 216, 217, 221 and 222 comprised within L.R. Khatian No. 395, mouzaMalipanckghora J.L.no. and boundaries as follows:

On the North

On the South

On the East

On the West

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted, bounded, called, known, numbered, described or distinguished.

PART-
II

**(DEVOLUTION OF
TITLE)**

(DevolutionofTitle)

A. ALL THAT piece and parcel of Bastu/Karkhana Land, then recorded as Bagan Land measuring 77.10 Decimal equivalent to about 2 Bigha 10 Cottah (now comprising in L.R. Dag Nos. 216, 217, 221 and 222, L.R. Khatian No. 395) Was purchase by Mathura Das Binani, son of Late HamirmalBinani of then 4 no. GourdasBasak Street, Burrabazar, Kolkata from Smt. AhadanBibi and five others by dint of a registered before the office of Sub-Registrar at Howrah and recorded in Book No. Book No. 1, Volume No. 36, Pages 188 to 190, Being No. 3222 for the year 1921 dated 15.02.1921.

B. After such purchase Mathura Das Binani possessed over his aforesaid property and also mutated his name in respect of the aforesaid land measuring 77.10 Decimal equivalent to about 2 Bigah 10 Cottah, comprised within C.S. Khatian No. 111 MouzaMalipanchghora, J.L. No. 17, Revenue Survey No. 1984, Touzi No. 19 under Bally Municipality, District Howrah.

C. Mathura Das Binani die intestate leaving behind his only son viz. Gokul Das Binani who married Baija Bai Binani and out of their wedlock one daughter who now known as Parbati Bai Bagri alias Parwati Bagri came into existence.

D. After death of Gokul Das Binani his widow Baija Bai Binani who managed and control the entire property of her deceased husband, got her name mutated before the concerned R.O.R and in other relevant records though the name of her daughter Smt.Parbati Bai Bagri should have been recorded along with her mother.

E. Smt. Baija Bai Binani also died intestate leaving behind her only married daughter viz. Parbati Bai Bagri alias Parwati Bagri who inherited the entire property of her father (Gokul Das Binani) and mother Smt. Baija Binani as sole legal heir and successor in respect of all that piece and parcel of property measuring an area of about 2 Bigha and 10 Cottah under C.S. Khatian No. 111, now comprising within Bally Municipality Holding No, 10, Duffer Street, now known as Agrasain Street, P.O. Liluah, P.S. Belur, formerly Bally, District- Howrah within Ward No. 26 which is also corresponding Nos. 216, 217, 221 and 222 comprised within L.R. Khatian No. 395.

F. Out of the aforesaid property the land comprised in L.R. Dag No. 216, 221 and 222 comprised within L.R. Khatian No.395 has been converted in to Housing Complex the land measuring 68.60 Decimal and/or 2 Bigah 1 Cottah 8 Chittak 14 Sq.Ft with old dilapidated structure standing thereon all comprised in L.R. Dag No. 216, 221 and 222 within L.R. Khatian No. 395, Mouza Malipanchghora, J.L. No.17 which is also within HMC Holding No. 10, Duffer Street, now know as Agrasain Street, P.O. Liluah, P.S. Belur formerly Bally, District Howrah within present ward No. (old 26), more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the said ENTERPRISE.

G. "OWNER/LANGLADY" in order to construct housing complex entered into a Registered Agreement for Development being Deed No.2416 for the year 2015 registered before A. D. S. R. Howrah and also executed a registered Development power of attorney to deal and dispose the constructed areas as inter-alia stated in the said Development Agreement.

H. In pursuance of said development agreement and power of attorney plan submitted for sanction by MANGAL MURTI DEVELOPERS PVT. LTD and the said Corporation sanction a plan (hereinafter referred to as the said plan) and in accordance with the said plan the said MANGAL MURTI DEVELOPERS PVT.LTD became entitled to construct erect and complete a housing project at the said premises.

I. For the purpose of undertaking development of the said Housing Project the Developer/Seller divided the said Premises into various buildings/blocks to form part of the said Residential area is to be commonly known as MANGAL MURTI ENCLAVE.

J. For the purpose of undertaking development of the said Hosing Project the Developer/Seller divided the said Premises into Four buildings/blocks namely the Block No. A, B, C and block No. D Residential area is to be commonly know as the MANGAL MURTI ENCLAVE.

K. The said Residential Area is to comprise of various blocks namely Block No. MANGAL MURTI ENCLAVE and each block/building to comprise of various self contained Flats/units/apartments constructed spaces and Car Parking space to be held and/or enjoyed independent of each other. It is to be notified that out of Block A and B there shall be partly commercial areas too.

L. The said Residential Area is more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and herein after referred to as the RESIDENTIAL AREA.

THESECONDSCHEDULEABOVEREFERREDTO:

PART- I

(SAID APARTMENT)

DESCRIPTION OF THE APARTMENT

ALL THAT the Flat/Unit/Apartment No.4B on the 4th floor facing South portion of the Building/Block No.C, having -----Sq.Ft. SBA as shown in the FLOOR PLAN TOGETHER WITH the undivided proportionate share in all common Parts portion areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Residential Area attributable thereto all comprise within Howrah Municipal Corporation Holding No.10, Duffer Street, now known as Agrasain Street, P.O. Liluah, P.S. Belur, formerly Bally, District- Howrah within Ward No. 26 now 61.

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

- A. **BUILDING COMMON AREAS, AMENITIES AND FACILITIES :**
1. **Areas:**
- (a) Covered paths and passages, lobbies, staircases, landings of the Building and open paths and passages appurtenant or attributable to the Building.

- (b) Stair head room, caretaker room and electric meter room of the Building.
- (c) Lift machine room, chute and lift well of the Building.
- (d) Common installations on the Roof.
- (e) Common staff toilet in the ground floor.

2. **Water and Plumbing:**

- (a) Overhead water tank, water pipes and sewerage pipes of the Building (save those inside any Flat).
- (b) Drains, sewerage pits and pipes within the Building (save those inside any Flat) or attributable thereto.

3. **Electrical and Miscellaneous Installations:**

- (a) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency or Generator(s) / Standby Power Source to all the Flats in the Building and Common Portions within or attributable to the Building.
- (b) Lift and lift machinery of the Building.
- (c) Fire fighting equipment and accessories, if any, in the Building as directed by the Director of West Bengal Fire Services.

4. **Others:**

Other areas and installations and/or equipment as are provided in the Building for common use and enjoyment.

B. **COMMON AREAS, AMENITIES AND FACILITIES OF THE PROJECT:**

1. **Areas:**

- (a) Open and/or covered paths and passages inside the Project.

- (b) Boundary wall around the periphery of the Project and decorative gates for ingress and egress to and from the Project.

2. **Water and Plumbing:**

- (a) Centralized water supply system for supply of water in common to all Building in the Said Project.
- (b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Building in the Project.
- (c) Pumps and motors for water system for Building and Common Portions of the Project.

3. **Electrical and Miscellaneous Installations:**

- (a) Wiring and accessories for lighting of Common Portions of the Said Project.
- (b) Generator(s) / Standby Power Source and accessories for provision of standby power to the Common Portions of the Said Project.
- (c) CCTV
- (d) Common firefighting equipment for the Said Project, as directed by the Director of West Bengal Fire Services.

4. **Others:**

Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Project for common use and enjoyment of all Flat owners.

SCHEDULE ‘
E’

SPECIFICATIONS OF THE APARTMENT

- a) **SuperStructure:**
RCC Frame Structure.
- b) **Lobby:**
Marble / Granite
- c) **SanitaryWare:**
Chromium Plated Fittings
White Color Good Quality Porcelain Fixtures
- d) **Kitchen:**
Floor :Anti Skid Ceramic Tiles
Counter Top : Marble / Granite with Steel Sink
Dado : Ceramic Tiles Up to 2 feet from counter top.
- e) **Toilets:**
Floor :Anti Skid Ceramic Tiles
Dado : Ceramic Tiles up to door height
- f) **Windows:**
Anodized Aluminum Frame with Fully Glazed Shutters.
- g) **Doors:**
Main Door: Solid Flush Door. Internal
Door : Flush Door.
- h) **Electricals:**
Concealed Copper Wiring, Modular Switches, MCB, TV Socket in Living Room, AC point in Master Bedroom, Gezer point, light and fan points.
Power back up (at Extra Cost) :

(1) 2 BHK - 1KW (2) 3BHK - 1.5 KW (3) 4BHK - 2KW

j) InteriorWall:

Wall Putty

k) Flooring(Living,DiningandallBedrooms):

Vitrified Tiles.

l) Lift:

Automatic Lift of Otis, Kone or similar make.

THEFOURTHSCHEDULEABOVEREFERREDTO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the flat-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the flat-owners in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the flat-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipmentsand installations comprised In the Common Areas and Installations (including,

Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Club or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

3. **STAFF** :The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES** :Corporation and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
5. **INSURANCE** : Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES**: Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY**: Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owner or Owners Association on its formation.
8. **AMC**: AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.
9. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.

10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

THEFIFTHSCHEDULEABOVEREFERREDTO:

(Restrictions imposed on the Allottee).

1. The Allottee agrees undertakes and covenants to:
- a) comply with and observe the Rules, Regulations and bye-laws relating to the Act including such rules and regulations as may be framed by the Owner /Maintenance Agency / Association from time to time;
 - b) permit the Owner, Maintenance Agency and Association and their respective men agents and workmen to enter into the Said Apartment for the Common Purposes of the Project;
 - c) deposit the amounts for various purposes as may be required by the Owner / Maintenance Agency or the Association;
 - d) use the Project Common Areas without causing any hindrance or obstruction to other Allottees of the Project and/or occupants of the Buildings;
 - e) keep the Said Apartment and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments /parts of the Buildings;
 - f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the Said Apartment or the Project Common Areas for the

- purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) use and enjoy the Project Common Areas only to the extent required for ingress to and egress from the Said Apartment of men materials and utilities;
 - h) sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the Said Apartment from the service provider in the name of the Allottee and until the same is obtained, the Owner may provide or cause to be provided reasonable quantum of electricity to be drawn by the Allottee at his cost upon installation of electricity sub-meter in or for the Said Apartment and the Allottee shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter;
 - i) bear and pay the Common Expenses and other outgoings in respect of the Project proportionately, and the Said Apartment wholly;
 - j) pay municipal corporation taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Said Project proportionately, and the said Apartment wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the municipal corporation;
 - k) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages as a whole, at such rate as may be quantified by the Promoter at the appropriate time;
 - l) pay for gas, generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Apartment;

- m) allow the other Apartment Owners the right of easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- o) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;
- p) not to use the Said Apartment or permit the same to be used for any purpose other than a private dwelling place of families;
- q) not to do or suffer any thing to be done in or about for the Said Apartment which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the Said Apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- r) not to demolish or cause to be demolished the Said Apartment or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
- s) not to make in the Said Apartment any structural alterations of a permanent nature except with the prior approval in writing of the Promoter and/or the municipal corporation and all other concerned or statutory authorities;
- t) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the Said Apartment;
- u) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the Said Apartment or to hang

- from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;
- v) not to put any nameplate or letter box or neon-sign or board in the Phase Common Areas or the Project Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However that nothing contained herein shall prevent the Allottee from putting a decent nameplate on the outer face of the main door of the Said Apartment;
 - w) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the Said Apartment or any portion thereof;
 - x) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Buildings, save at places specified / fixed and in a manner as indicated by the Promoter;
 - y) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Apartment or any part of the Buildings or the Project or may cause any increase in the premium payable in respect thereof;
 - z) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter /Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
 - aa) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;

- bb) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- cc) not to claim any right over and/or in respect of any open land at the Project or in any other open or covered areas of the Buildings and the Project reserved or intended to be reserved by the Promoter and/or the Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Promoter thereat or on any part thereof;
- dd) not to claim partition or sub-division of the land comprised in the Said Project or underneath the Buildings and/or the Project Common Areas, as the case may be, towards the Said Undivided Share attributable to the Said Apartment or any part thereof nor to do any act or deed, whereby the rights of the Promoter and/or the rights of the Allottee of other Apartments in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
- ee) not to partition the Said Apartment by metes and bounds;
- ff) not to shift or obstruct any windows or lights in the Said Apartment or the Buildings;
- gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Said Apartment without the prior consent in writing of the Promoter and/or the Association;