

(1) **SMT. DURGA GHOSH** (PAN BAZPG5383C), wife of Late Sankar Ghosh @ Shankar Prasad Ghosh, by occupation Housewife and (2) **SRI SUNNY GHOSH** (PAN: CFDPG7921N), son of Late Sankar Ghosh @ Shankar Prasad Ghosh, by occupation Business, (3) **MS. SARMISTHA GHOSH**, (PAN AMSPG4377N), daughter of Late Sankar Ghosh @ Shankar Prasad Ghosh, by occupation Service and (4) **SMT. SANGHAMITRA GHOSH**, (PAN ENEPG0918N), wife of Late Sudhis Ranjan Ghosh, by occupation Housewife, all are by faith Hindu, both by nationality Indian, all are residing at 4, Haralal Mitra Street, P.O.- Baghbazar, P.S. Shyampukur, Kolkata 700003 hereinafter jointly called and referred to as the "**OWNERS**", being represented through their constituted attorney **M/S TRIKUTA HEIGHTS LLP** (PAN: AAWFT8887G), a Limited Liability Partnership Firm is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008 having its registered office at 13, Pran Krishna Mukherjee Road, P.O.- Cossipore, P.S. Chitpur, Kolkata 700 002, District South 24 Parganas, represented by its partners namely (1) **SRI ABHISHEK SHAW** (PAN: JCTPS4131Q), son of Sri Arun Kumar Shaw, residing at 16/1A, Pran Krishna Mukherjee Road, P.O. Cossipore, P.S. Chitpur, Kolkata - 700 002, District South 24 Parganas, (2) **SRI INDRAJIT SINHA** (PAN: NMLPS0722M), son of Sri Amar Kumar Sinha, residing at 13, Pran Krishna Mukherjee Road, P.O. Cossipore, P.S. Chitpur, Kolkata 700 002, District South 24 Parganas and (3) **MS. DIPTI VERMA** (PAN: BKXPM9320F), daughter of Sri Ravindra Prasad Verma, residing at 1/1/H/A/2, Haridhan Dutta Bye Lane, Flat No.C2, 2nd Floor, P.O. Cossipore, P.S. Chitpur, Kolkata-700002, District South 24 Parganas, by virtue of a registered Development Power of Attorney **dated 02.12.2024 in favour of Developers, which was registered before A.R.A.-II at Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages from 753003 to 753028, being Deed No. 190214204 for the year 2024, Book No. I, Volume No. 1902-2024, Pages from 753029 to 753056, being Deed No. 190214205 for the year 2024 and Book No. I, Volume No. 1902-2024, Pages from 753057 to 753082, being Deed No. 190214206 for the year 2024** hereinafter called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context shall be deemed to mean and includes their heirs, executors, successors, legal representatives, administrators and assignees), PARTY of the **FIRST PART**.

M/S TRIKUTA HEIGHTS LLP (PAN: AAWFT8887G), a Limited Liability Partnership Firm is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008 having its registered office at 13, Pran Krishna Mukherjee Road, P.O. -Cossipore, P.S. Chitpur, Kolkata 700 002, District South 24 Parganas, represented by its partners namely **(1) SRI ABHISHEK SHAW** (PAN: JCTPS4131Q), son of Sri Arun Kumar Shaw, residing at 16/1A, Pran Krishna Mukherjee Road, P.O. Cossipore, P.S. Chitpur, Kolkata - 700 002, District South 24 Parganas, **(2) SRI INDRAJIT SINHA** (PAN: NMLPS0722M), son of Sri Amar Kumar Sinha, residing at 13, Pran Krishna Mukherjee Road, P.O. Cossipore, P.S. Chitpur, Kolkata 700 002, District South 24 Parganas and **(3) MS. DIPTI VERMA** (PAN: BKXPM9320F), daughter of Sri Ravindra Prasad Verma, residing at 1/1/H/A/2, Haridhan Dutta Bye Lane, Flat No.C2, 2nd Floor, P.O. Cossipore, P.S. Chitpur, Kolkata-700 002, District South 24 Parganas, all by faith Hindu, all by Occupation Business, all by nationality Indian, hereinafter jointly called and referred to as the "**DEVELOPERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Succors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

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MR/MRS/MS _____ (PAN _____) (Aadhaar No. _____), son/wife/daughter of Mr. _____, by faith _____, by Nationality and Citizenship - Indian, by occupation _____, residing at _____, Post Office and Police Station _____, Kolkata- _____, hereinafter called and

referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his, heirs, executors, administrators, legal representatives and assigns) Party of the **THIRD PART**;

WHEREAS by virtue of registered Saaf Bikroy Kobala dated 19/03/1907, one Smt. Basanta Kumari Ghose wife of Madan Mohan Ghose purchased ALL THAT piece and parcel of bastu land measuring about 5 (five) Cottahs 14 (fourteen) Chittacks, a little more or less, situated at premises no.4, Haralal Mitra Street, P.S. Shyampukur, Kolkata 700003, within the local limits of Kolkata Municipal Corporation, together with all easement rights over the said property, which is morefully and particularly described in the SCHEDULE - "A" below, from Rajlaxmi Dasi, which was registered in the office of Addll. District Sub-Registrar of Assurances at Calcutta and recorded in Book No.1, Volume No.8, pages from 88 to 93, being Deed No.00282 for the year 1907, hereinafter referred to as the "said property".

AND WHEREAS after such purchased said Basanta Kumari Ghose died intestate leaving behind her only one son namely Satyendra Nath Ghose as her Class-I legal heirs. It is pertinent to mention herein that her husband namely Madan Mohan Ghose was predeceased her.

AND WHEREAS after such demise mentioned hereinabove said Satyendra Nath Ghose became the absolute owner of the said property mentioned in the SCHEDULE - "A" below as per law of inheritance and thereafter mutated his names before the assessment registrar of Calcutta Municipal Corporation and after mutation his property known as being municipal premises no.4, Haralal Mitra Street, P.S. Shyampukur, Kolkata 700003, within the local limits of Kolkata Municipal Corporation and enjoyed the same free from all encumbrances and paid taxes in his favour in respect of the property mentioned in the SCHEDULE - "A" below.

AND WHEREAS said Satyendra Nath Ghose being the absolute owner in respect of property mentioned in the SCHEDULE - "A" below with other properties have executed a registered WILL and Testament dated 07/10/1964 for the benefits of legal heirs of said Satyendra Nath Ghose as mentioned therein, which was duly registered in the office of Registrar of Assurances, Calcutta and recorded in Book No. III, Volume No. 10, pages from 80 to 87, being Deed No.00263 for the year 1964.

AND WHEREAS after death of said Satyendra Nath Ghose the executors of the said WILL and Testament dated 07/10/1964 filed a Probate Case being No.14 of 1982 before the Learned Chief Judge, City Civil Court at Calcutta for grant of probate in respect of last WILL and Testament dated 07/10/1964 and after heard of the said case vide order dated 06/07/1984 the Ld. Chief Judge-In-Charge, City Civil Court at Calcutta was pleased to grant the probate of last WILL and Testament dated 07/10/1964.

AND WHEREAS as per contents of the said last WILL and Testament of Satyendra Nath Ghose dated 07/10/1964 the following persons are entitled the property mentioned in the SCHEDULE "A" below which are as follows:

- a) Smt. Jiban Basini Ghose wife of Late Satyendra Nath Ghose shall get the undivided 1/6th share of said property and after death of said Jiban Basini Ghose her undivided 1/6th share of said property will devolve absolutely in equal shares upon Gopi Ranjan Ghose (son of Late Satyendra Nath Ghose), Sankar Prasad Ghose (grandson of Late Satyendra Nath Ghose), Shyama Prasad Ghose (grandson of Late Satyendra Nath Ghose) and Sudhis Ranjan Ghose (grandson of Late Satyendra Nath Ghose) or their respective male heirs and successors;
- b) Gopi Ranjan Ghose son of Late Satyendra Nath Ghose shall get the undivided 1/3rd share of said property;
- c) Shyama Prasad Ghose son of Late Promod Ranjan Ghose and grandson of Late Satyendra Nath Ghose shall get the undivided 1/6th share of said property;
- d) Sudhis Ranjan Ghose son of Late Promod Ranjan Ghose and grandson of Late Satyendra Nath Ghose shall get the undivided 1/6th share of said property;
- e) Sankar Prasad Ghose son of Late Makhanlal Ghose and grandson of Late Satyendra Nath Ghose shall get the undivided 1/6th share of said property;

AND WHEREAS after grant of probate by the Ld. Court in respect of the last WILL and Testament dated 07/10/1964 said Jiban Basini Ghose died and as per conditions of the said WILL and Testament dated 07/10/1964 her undivided 1/6th share of the said property mentioned in the SCHEDULE "A" below has devolved in equal shares upon Gopi Ranjan Ghose (son of Late Satyendra Nath Ghose), Sankar Prasad Ghose (grandson of Late Satyendra Nath Ghose), Shyama Prasad Ghose (grandson of Late Satyendra Nath Ghose) and Sudhis Ranjan Ghose (grandson of Late Satyendra Nath Ghose) and enjoyed the same free from all encumbrances.

AND WHEREAS said Gopi Ranjan Ghose being unmarried died intestate leaving behind Shyama Prasad Ghose (son of predeceased brother Promod Ranjan Ghose), Sudhis Ranjan Ghose (son of predeceased brother Promod Ranjan Ghose) and Sankar Prasad Ghose (son of predeceased brother Makhanlal Ghose), Seba Ghose (daughter of predeceased brother Makhanlal Ghose) and Mita Ghose (daughter of predeceased brother Makhanlal Ghose) as his legal heirs as per Hindu Succession Act, 1956. It is pertinent to mention herein that his parents namely Satyendra Nath Ghose and Jiban Basini Ghose predeceased him and also his two unmarried sisters including Aparna Ghose predeceased him.

AND WHEREAS said Shyama Prasad Ghose being unmarried died intestate on 24/11/2010 leaving behind his full blooded brother namely Sudhis Ranjan Ghose, since deceased and one unmarried sister namely Dipti Ghose as his legal heirs as per Hindu Succession Act, 1956. It is pertinent to mention herein that his parents namely Promod Ranjan Ghose and Gouri Rani Ghose predeceased him and also his one unmarried sister including Dipti Ghose predeceased him.

AND WHEREAS said Sudhis Ranjan Ghose died intestate on 30/10/2007 leaving behind his widow namely Sanghamitra Ghosh as his only Class-I legal heirs as per Hindu Succession Act, 1956. It is pertinent to mention herein that his parents namely Promod Ranjan Ghose and Gouri Rani Ghose predeceased him and also his one unmarried sister including Dipti Ghose predeceased him.

AND WHEREAS after such demise said Sanghamitra Ghosh became the owner of undivided one half shares in respect of the property mentioned in the SCHEDULE "A" below as per law of inheritance and enjoying the same free from all encumbrances.

AND WHEREAS said Seba Ghose being issueless died intestate leaving behind her full-blooded brother namely Sankar Prasad Ghose as her only legal heirs as per Hindu Succession Act, 1956. It is pertinent to mention herein that her parents namely Makhanlal Ghose, Nilima Rani Ghose, Mita Ghose (predeceased sister) predeceased her and also her husband predeceased her.

AND WHEREAS said Mita Ghose being unmarried died intestate leaving behind her full-blooded brother namely Sankar Prasad Ghose as her only legal heirs as per Hindu Succession Act, 1956. It is pertinent to mention

herein that her parents namely Makhanlal Ghose and Nilima Rani Ghose, predeceased her.

AND WHEREAS after such demise mentioned hereinabove said Sankar Prasad Ghose became the owner of undivided one half shares in respect of the property mentioned in the SCHEDULE "A" below as per contents of WILL and Testament and also as per law of inheritance and enjoying the same free from all encumbrances and thereafter mutated the owners names before the assessment registrar of Kolkata Municipal Corporation and paying all taxes in respect of the property mentioned in the SCHEDULE - "A" below.

AND WHEREAS said Sankar Prasad Ghose died intestate on 09/03/2013 leaving behind his wife namely Durga Ghosh, one son namely Sunny Ghosh and one daughter namely Sarmistha Ghosh as his only Class-1 legal heirs as per Hindu Succession Act, 1956 and as such each of them became the owners of each having undivided one sixth shares in respect of the property left by said Sankar Prasad Ghose, since deceased.

AND WHEREAS after aforesaid facts and circumstances at present said Sanghamitra Ghosh became the owner of undivided one half shares in respect of the property mentioned in the SCHEDULE "A" below and said Durga Ghosh, Sunny Ghosh and Sarmistha Ghosh became the owners of each having undivided one sixth shares in respect of the said property mentioned in the SCHEDULE "A" below as per law of inheritance and enjoying the same free from all encumbrances and paying taxes in their favour in respect of the property mentioned in the SCHEDULE - "A" below.

AND WHEREAS now said Durga Ghosh and Sunny Ghosh being co-owner have decided to develop and/or extend their total undivided one third share of property mentioned in the SCHEDULE "A" below but due to insufficient fund and other sufficient reasons and also due to lack of finance and lack of technical expertise the Owners herein are searching for a reputed Promoters/Developers, who would construct multi-storied building on the SCHEDULE "A" property written hereunder under certain terms and conditions at its own costs and responsibilities after obtaining necessary sanction/permission from the Competent Authority and having so decided offered the Developers to undertake the said project and the Developers agreed to take up the said project and upon such agreement the parties hereto entered into this Development Agreement under mutual terms and conditions hereinafter appearing.

AND WHEREAS the Owners herein have decided and agreed to get the said property mentioned in the SCHEDULE “A” below written hereunder, developed by Constructing a multi-storied building upon it through and at the costs and expenses of the Developers namely **M/S TRIKUTA HEIGHTS LLP** and in this effect the Owners herein have executed a Registered Development Agreement dated 02.12.2024, which was registered in the office of A.R.A.-II at Kolkata and recorded in Book No. 1, Volume No. 1902-2024, Pages from 752050 to 752088, being Deed No. 1902-14196 for the year 2024, Book No. 1, Volume No. 1902-2024, Pages from 752181 to 752225, being Deed No. 1902-14199 for the year 2024 and Book No. 1, Volume No. 1902-2024, Pages from 752896 to 752933, being Deed No. 1902-14202 for the year 2024 and also the Owners executed a Registered Development Power of Attorney dated 02.12.2024 in favor of Developers, which was registered before A.R.A.-II at Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages from 753003 to 753028, being Deed No. 1902-14204 for the year 2024, Book No. I, Volume No. 1902-2024, Pages from 753029 to 753056, being Deed No. 1902-14205 for the year 2024 and Book No. I, Volume No. 1902-2024, Pages from 753057 to 753082, being Deed No. 1902-14206 for the year 2024.

AND WHEREAS with a view to construct a multi-storied building on the land of the said property mentioned in the SCHEDULE “A” below, the Developers herein caused a building plan sanctioned by Kolkata Municipal Corporation vide Permit no. _____ dated _____ and commencement of construction of a multi-storied building on the said land consisting of several independent flats/apartment, garage, shop/units and other spaces as per the said sanctioned building plan on the property mentioned in the SCHEDULE – “A” below and also registered this project under West Bengal

Real Estate Regulatory Authority vide registration no. _____
dated _____.

The "Owners" herein declares that -

That the "said Premises" is free from all encumbrances, charges, liens and attachments and there is no Notice in existence respecting acquisition or requisition thereof by any Governmental or Semi Governmental Authorities or Statutory or any other authorities.

None other than the Owners herein have interest, claim, demand whatsoever and howsoever in each of their respective Plot of land and/or structure standing thereon.

The Owners is holding his plot within the ceiling limit of Urban Land (Ceiling and Regulation Act, 1976)

The Owners has not entered into any agreement for sale, transfer, development, lease or any agreement whatsoever with anybody else excepting the Developer herein in respect of each of their respective plots or part thereof mentioned herein.

That the Owners are interested in offering each of their respective plots jointly for development and also the Owners desire to develop the same jointly with the developer as named herein.

That the Vendors and Developer herein have intend to sale from the allocation of the Developer and the PURCHASERS herein have agreed to purchase ALL THAT self contained Residential Flat being no. _____ on the _____ floor situated in the _____ side of the building measuring about _____ sq. ft. (Approx) Super built up area (including service area) Carpet area measuring _____ Sq. ft. consisting of _____ Bed Rooms, _____ Toilets, One Dinning cum Living, One Kitchen and One Balcony with Vitrified Tiles

flooring and Lift facility along with of the Multistoried Building more fully described in the Schedule 'B' , hereinafter referred to as the said " Flat " including all rights to use as common service - areas of the said building, more fully described in the Schedule 'D' hereinafter appearing lying and situated at G+____) storied building namely “ _____” standing thereon, which is situated at Premises No. 4, Haralal Mitra Street, P.O.- Baghbazar, P.S. Shyampukur, Kolkata 700003, Ward No. 07, Borough No. 1, Assesses No. 11-007-16-0003-8, under A.R.A Kolkata, together with all easement rights over the said property together with the undivided, proportionate, impartible share of land morefully and particularly described in First Schedule.

AND WHEREAS the Agreement for Sale dated _____ between OWNERS/VENDORS, Developer and PURCHASERS the PURCHASERS agreed to purchase and VENDORS and Developer agreed to sell ALL THAT self contained Residential Flat being no. _____ on the _____ floor situated in the _____ side of the building measuring about _____ sq. ft. (Approx) Super built up area (including service area) Carpet area measuring _____ Sq. ft. consisting of _____ Bed Rooms, _____ Toilets, One Dinning cum Living, One Kitchen and One Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building more fully described in the Schedule 'B' , hereinafter referred to as the said " Flat " including all rights to use as common service - areas of the said building, more fully described in the Schedule 'D' hereinafter appearing lying and situated at (G+____) storied building namely “ _____” standing thereon, which is situated at Premises No. 4, Haralal Mitra Street, P.O.- Baghbazar, P.S. Shyampukur, Kolkata 700003, Ward No. 07, Borough No. 1, Assessee No. 11-007-16-0003-8, under A.R.A Kolkata, together with all easement rights over the said

property, together with proportionate share in the land on which the said entirely has been constructed and equal right over and in respect of the common area more fully described in the SCHEDULE `` B`` hereunder written and plan annexed hereto at or for consideration of Rs. _____/- (Rupees _____) only with GST herein after referred to as the said Flat.

AT OR BEFORE THE EXECUTION OF THIS INDENTURE THE VENDORS HAS ASSURED AND REPRESENTED TO THE PURCHASERS AS FOLLOWS:

- a) THAT the VENDORS is seized and possessed of and/or otherwise well and sufficiently entitled to Schedule properties solely and absolutely morefully and particularly described in the Schedules hereunder written, free from all encumbrances and liabilities whatsoever.
- b) THAT the landed area of the VENDORS are not under the land ceiling or no excess vacant land comprised in the said landed property within the meaning of the West Bengal Land Reforms Act 1955.
- c) THAT no part or portion of the said premises is subject to any notice of Acquisition or Requisition or nor vested by the government of West Bengal.
- d) Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the PURCHASERS has agreed to purchase and acquire the entirety of the said landed property described in the schedules hereunder written, free of all encumbrances and charges for the consideration and subject to the terms and conditions herein after appearing.

- e) That the said landed property and/or the Premises hereto is in “khas” peaceful possession of the VENDORS and no one else has any right of possession in any manner whatsoever.
- f) That the said property hereto is free from all encumbrances charges mortgages tenancies leases liens lispens attachments debutters trusts uses claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.
- g) That there is no suit or litigation or proceeding filed by or pending against the VENDORS or their predecessors-in-title in any court of law concerning the said landed property hereto.
- h) That prior to sale to the PURCHASERS, the VENDORS has never entered into any agreement for sale, mortgage, lease or otherwise transfer of their right title or interest in the said landed property hereto with any person or persons nor has otherwise dealt with the same.
- i) That the said landed property hereto is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the VENDORS or its predecessors-in-title for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.

- j) That no declaration has been made or published for acquisition or requisition of the said landed property and the properties hereto or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Unit and the properties hereto or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever.
- k) That the said landed property and the properties hereto never ever vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver.

NOW THIS INDENTURE WITNESS THAT in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____/- (Rupees _____) only with GST only of good and lawful money of the Union of India well and truly paid by the PURCHASERS to the VENDORS (particulars of such payments are mentioned in the memo of consideration given hereunder) at or before the execution hereof (the receipt whereof the VENDORS does hereby and also by the receipt hereunder written, admit and acknowledge and of and from the same and every part thereof hereby acquit release and forever discharge the said PURCHASERS the said Premises together with land described in the schedule 'A' hereunder written whereupon the said Flat thereon described in the Schedule 'B' hereunder written) the VENDORS do hereby absolutely and indefeasibly sell, grant, transfer, convey, assign unto the PURCHASERS ALL THAT self contained Residential Flat being no. _____ on the _____ floor situated in the _____ side of the building measuring about _____ sq. ft. (Approx) Super built up area (including service area) Carpet area measuring _____ Sq. ft. consisting of _____ Bed Rooms, _____ Toilets, One Dinning cum Living, One Kitchen and One Balcony with Vitrified

Tiles flooring and Lift facility of the Multistoried Building more fully described in the Schedule 'B' , hereinafter referred to as the said " Flat " including all rights to use as common service - areas of the said building, more fully described in the Schedule 'D' hereinafter appearing lying and situated at G+____) storied building namely “ _____” standing thereon, which is situated at Premises No. 4, Haralal Mitra Street, P.O.- Baghbazar, P.S. Shyampukur, Kolkata 700003, Ward No. 07, Borough No. 1, Assessee No. 11-007-16-0003-8, under A.R.A Kolkata, together with all easement rights over the said property, more fully described in the Schedule 'B' hereunder written and delineated in the map annexed herewith and marked with red OR HOWSOEVER OTHERWISE said landed property and or the said building standing thereon now is at any time hereto before were or was situated butted and bounded called , known numbered described or distinguished together with all erection, fixtures and fittings, sewers, drains, ways, paths, passages, light, rights, benefits or ancient or other rights, liberties whatsoever that is existing and will be installed affixed belonging or any way appertaining to or with same of any part thereof now are or at any time hereto were held, used, occupied or enjoyed therewith or reputed to belong or demand taken or known as per and parcel or numbered thereof or appurtenant thereto, with their and every of their appurtenances and the reversion and reversions, remainder and remainders, and the rents issues and profits of and from the said flat hereby granted , sold , transferred conveyed, assigned and assured or intended so to be and every part thereof.

AND ALL the estate, Right, Title, Interest, claim and demand whatsoever of the VENDORS unto or upon the said flat and the premises as described in schedules given hereunder and delineated in the plan annexed herewith and

every part thereof, hereby sold, granted, transferred , conveyed, assigned and assured or expressed so or intended to be and every part thereof unto and to the use of the PURCHASERS absolutely and forever with easement and other rights, TO HAVE AND TO HOLD the said flat hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASERS absolute and forever for a perfect and indefeasible estate or inheritance in free simple in possession without any manner or condition, use trust or other things whatsoever to alter defeat encumber or make void the same AND the VENDORS do the hereby covenant with the PURCHASERS that notwithstanding any act deed matter assurance or thing whatsoever by the VENDORS made, done, executed, occasioned or suffered to the contrary the VENDORS is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said flat hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASERS for the perfect and indefeasible estate of inheritance in the free simple in possession without any manner or hindrance, lawful, eviction, interruption, claim or demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming or to claim from, under or in trust for the VENDORS and that free and clear and freely and clearly and absolutely acquired exonerated or discharged or otherwise by the VENDORS well and sufficiently save, defendant, kept harmless and indemnified from and against all the manner of former or other estate encumbrance claim, demands, charges, liens, lis pendens , debts, and attachments whatsoever, had made done executed occasioned or suffered by the VENDORS or any person claiming from, through, under, or in trust for the VENDORS into and upon the said flat hereby granted , sold,

transferred, conveyed assigned and assured or expressed or intended so to be unto and the use of the PURCHASERS for a perfect and indefeasible estate of inheritance without any manner or conditions, use, trust or other things whatsoever to alter, defeat, encumber, or make void and the same and that notwithstanding any such act deed matter or thing whatsoever as aforesaid the VENDORS has good right, full power and absolute authority to grant, sale, transfer convey, assign and assure by these present the said flat and/or the Premises hereby grant, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASERS in manner aforesaid AND that the PURCHASERS are hereby accept the peaceful possession of the VENDORS over the Schedule landed property shall and may from time to time and at all times hereafter peacefully and quietly possess and enjoy the said Premises hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASERS in manner aforesaid in the absolute owner thereof and receive the rents, issue, and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming or to claim for and under or in trust for the VENDORS that free and clear and freely and clearly and absolutely acquired exonerated discharged as otherwise by the VENDORS all and sufficiently saved, defended, kept harmless and indemnified, from and against all and all manner of former or otherwise estate right, title lease, mortgage, charges trust, debuttars, attachments, executions, lispences, claims, demands and encumbrances, whatsoever done occasioned or suffered by the VENDORS or any person or persons lawfully and equitably claiming or to claim by, form, through, under or in trust for the VENDORS AND further the VENDORS from time to time

and at all times hereafter at the request and costs of the PURCHASERS do and execute all such acts, deeds, matters, assurances, and things whatsoever for further better or more perfectly and effectually granting transferring conveying assigning and assuring the said flat and/or the Premises hereby granted sold transferred conveyed assigned assured every part thereof unto and to the use of the PURCHASERS in the manner aforesaid as shall or may be responsibly required and the PURCHASERS shall be entitled to the electric connection in the said flat and/ or to take meter in his/her name at his /her own costs and also to take telephone, telex, fax, gas connections, etc. separately in the said flat AND that the VENDORS shall render all possible help and co-operation to the PURCHASERS for the purpose of mutation of the PURCHASERS' name in the records of settlement or South Dum Dum Municipality and the PURCHASERS shall remain liable to pay all taxes and rents and that the PURCHASERS shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said flat hereby sold and conveyed according to his/her/its will.

THE FIRST SCHEDULE ABOVE REFERRED TO (THE PREMISES)
(Description of the entire property)

ALL THAT piece and parcel of land measuring about of 5 (five) Cottahs 14 (fourteen) Chittacks (i.e. total 4230 Sq. Ft.) more or less together with (G+___) storied building namely “_____” standing thereon, which is situated at Premises No. 4, Haralal Mitra Street, P.O.- Baghbazar, P.S. Shyampukur, Kolkata 700003, Ward No. 07, Borough No. 1, Assessee No. 11-007-16-0003-8, under A.R.A Kolkata, together with all easement rights over the said property, butted and bounded by:

- On the NORTH** : 8 ft. wide Common Passage;
- On the SOUTH** : Pre. No.72/1, Baghbazar Street;
- On the EAST** : Amrita Co-operative and thereafter 6 ft. wide common passage;
- On the WEST** : 16 ft. wide Haralal Mitra Street;

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

THE SECOND SCHEDULE ABOVE REFERRED TO (UNIT)
(The Flat to be conveyed)

The said dwelling flat being booked/allotted property: ALL THAT self contained Residential Flat being no. _____ on the ____ floor situated in the _____ side of the building measuring about _____ sq. ft. (Approx) Super built up area (including service area) Carpet area measuring _____ Sq. ft. consisting of _____ Bed Rooms, _____ Toilets, cover parking space being no. _____ & area measuring 135 sq. ft., One Dinning cum Living, One Kitchen and One Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building together with the undivided, proportionate, impartible share of land morefully and particularly described in First Schedule referred to hereinabove and hereunder allocable to the PURCHASERS in a good finished and habitable condition and constructed as per specification mentioned in the Third Schedule hereunder for their exclusive use and enjoyment together with undivided proportionate common

rights in common portions and common amenities as per Fourth Schedule hereunder together with undivided impartible proportionate share of freehold right in the demised land particularly described in the First Schedule hereunder written, TOGETHER WITH all common facilities and amenities provided for Flat Owners.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREA)

The common areas and facilities mentioned in the present deed shall be including:

- 1) The PURCHASERS shall be titled to all rights privileges vertical and lateral easement quasi- easement appendages and appurtenances whatsoever belonging or in any way appertaining to the flat together with usually held used occupied or enjoyed or reputed or known as part or parcel thereof of appertaining thereto.
- 2) The right of access for the PURCHASERS of the said building at all times and for all normal purpose connected with the use and enjoyment of the staircase of all floor, staircase landing, top roof, common passages of all side of the building areas and electrical installation area.
- 3) The right of way in common as aforesaid at all times connected with reasonable use and enjoyment of all the Owners in the building. It is therefore declared that nothing here contained shall permit the PURCHASERS or any person deriving title from the PURCHASERS to observe the same in any way or deposit materials rubbish or otherwise obstruct the free passage of other person or persons including the VENDORS/Owners.
- 4) The PURCHASERS shall have the right to enter into with or without

workmen and necessary materials from time to time upon the other common parts of the building and premises for the only purpose of repairing so far as may be necessary the pipes drains wires and conducts aforesaid and for the purpose of re building repairing or cleaning as aforesaid and which cannot be reasonably be carried on without such entry and in all cases upon giving 48 hours previous notice from the Building Owners Association in writing of their intention the PURCHASERS may enter into all such other flats and common areas of the said building only for the purpose of such repairs which otherwise cannot be done and the flat Owners will be liable to clean and clear all the passages in their joint cost.

5) The PURCHASERS shall have the right to enter into the land on which the building is located and all easements, right and appurtenances belonging to the said unit of the building.

6) The PURCHASERS shall have the right to enter into the common passages and other easement right on the Building in question.

7) The PURCHASERS shall have the right to Water Pump, Water Tank, Water Pipes, underground water storage tank and other common plumbing installation for the Flat Owners.

8) The PURCHASERS shall have the right to Electrical installation (main meter box), Electrical Wiring, Meters Room, fittings.

9) The PURCHASERS shall have the right to Water and Sewerage evacuation pipes from the units to drains to drains and sewers common to the Building.

10) The PURCHASERS shall have the right to Drainage and sewerage evacuation pipes from the units to the Municipal Drainage.

11) The PURCHASERS shall have the right to enter into such other parts areas, equipments , installations fixtures ,fittings and spaces in or about the

said building as are necessary for passage to use and occupation of the units in common and as are specified expressly to be the common parts after construction of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO (RESTRICTION)

As from the date of possession of the said unit, the PURCHASERS agrees and covenants: -

- 1) To Co – operate with the other co – PURCHASERS in the management and maintenance of the said Building.
- 2) To observe the rules framed time to time by the Building Owner's Association and peaceful enjoyment of the said building as a decent building.
- 3) To pay and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and / or in respect of the said Building including those mentioned in the SCHEDULE E hereunder written.
- 4) Not to throw any dirty rubbish or refuse articles in the common parts save and except to such extent and at such place or places as may be specified and / or permitted by the Building Owners Association formed for the purpose of rendering of common services.
- 5) Not to carry any obnoxious noisy offensive, illegal or immoral activity in the said unit.
- 6) Not to create any nuisance or annoyance or disturbance to the other co-PURCHASERS and / or occupants of the other portions of the building and /or unit and /or the neighbors.
- 7) Not to claim any right in any other part of the building save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said unit and in particular not to claim any

right on the outer space room or terrace save as it be expressly granted thereof.

8) Not to keep any goods or other items for display or otherwise in the corridors or other places of the common use in the free movement in the corridors and other places of common use in the building and cause any hindrance shall be cause in any manner in the free movement in the corridors and other places of common use in the building and in case any hindrance is caused the owners and / or other co – PURCHASERS shall be entitled or remove the same at the risk and cost of the PURCHASERS and vice – versa.

9) To observe the rules strictly framed or to be framed by the Owners and / or such body for the Flat Owners which may be entrusted in this behalf regarding the mode of use of the unit and properties appurtenant thereto.

10) Not to erect any structures or obstruction on the common parts.

11) Not to put any Name plate on any other places save and except the place on the outside wall of individual unit.

12) Not to claim any partition or sub – division of undivided share in the land underneath the building and / or remaining comprised in the said premises in case the Owner do not construct the entire constructed area.

13) To keep the said unit in a good state of repair and condition.

14) To allow the co-PURCHASERS the rights of easements and / or quasi easements as are usually applicable to the Flats in Ownership building.

15) Not to use the flat for any commercial or business purpose either for his/her own or for any member of their family and/or by their tenant.

16) No birds or animals of the other flat comprised in the said building shall be kept in the said flat.

17) Not to do anything whereby the other co-PURCHASERS are obstructed in or prevented from exclusive enjoyment of their respective unit and the common parts.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

- a) All costs of maintenance, operations, repairs, replacement, services and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all other common areas / parts its fixtures, fittings, electrical wiring, equipments and maintenance of in under or upon the building enjoyment or used common by the occupiers of the building.
- b) The salaries and other expenses incurred for and payable to any persons employed for common purposes including security, electrician, maintenance, plumber, administration of the Building.
- c) Electricity expenses for lighting all the common parts outer walls and of the Building and for operation of all the common areas.
- d) The salaries of and all other expenses on the staff, clerk, chowkidars, sweepers, care-takers etc. to be employed for the common purposes.

IN WITNESS WHEREOF the parties hereto put their respective signature on the date month and year hereinabove written.

SIGNED SEALED & DELIVERED BY
THE VENDORS In presence of:-

1.

Signature of the Developer alongwith
constituted Attorney of Vendors

2.

SIGNED SEALED & DELIVERED BY
THE PURCHASERS In presence of:-

1.

2.

Signature of the PURCHASERS

Drafted and prepared by me:-

Advocate

MEMO OF CONSIDERATION

RECEIVED from the within named PURCHASERS the within mentioned sum of Rs. _____/- (Rupees _____) only with GST only being the total consideration payable under these presents in the manner following:

MEMO

SL No	Mode of Payment	RS.
1		
2.		
3.		
4.		
5.		

SIGNED AND DELIVERED in
the presence of:-

WITNESS:

1)

**Signature of the Developer along with
constituted Attorney of Vendors**

2)

TRIKUTA HEIGHTS LLP
Ashish Shah
Designated Partner

Signature of the Developer