

**INDENTURE OF CONVEYANCE**

**THIS INDENTURE IS EXECUTED ON THE      DAY OF                      YEAR 202X**  
**A.D.**

**B E T W E E N**

**(1) MR. ANJAN CHOWDHURY**, son of Late Satyabrata Chowdhury, having Aadhaar number: 6759 8773 0571, IT-PAN: ADBPC1064C, mobile number 9831134631, by occupation service, and **(2) MRS. SUJATA CHOWDHURY**, wife of Mr. Anjan Chowdhury, having Aadhaar number: 3056 3520 3242, IT-PAN: ADBPC1063F, mobile number 9830342812, by occupation retired, both by Nationality Indian, by faith Hindu and presently residing at HB-46, Salt Lake, Sector – 3, Kolkata: 700106, PO: IB Market, PS: Bidhannagar (South), represented herein by their **Constituted Attorney, MR. SOUMYA KANTI DASGUPTA**, son of Late Prafulla Kumar Dasgupta, having DIN (Director Identification Number): 00907739, mobile number:

9831061848, IT-PAN: ADOPD1262G, Aadhaar Number: 384099288585, presently being the Managing Director-in-office of the Developer Company, Sthapati Enterprises Private Limited, by faith Hindu, by Occupation Business, presently residing at IA-270, Sector-III, Salt Lake City, Kolkata: 700097, PO: Purbachal, PS: Bidhannagar (South), attorney being constituted by virtue of a registered General Power of Attorney executed and registered by the principle Mrs. Bani Dasgupta in favour of constituted attorney Mr. Soumya Kanti Dasgupta on 14.09.2022 at the Office of the Additional Registrar of Assurances – I, Kolkata and entered in book No: I being Deed No: 08284 CD volume No: 1901-2022 pages 380102 to 380126 for the year 2022, hereinafter jointly called and referred to as the **OWNER / VENDOR / FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**A N D**

(1) \_\_\_\_\_, son of \_\_\_\_\_, having IT PAN: \_\_\_\_\_, Aadhaar number \_\_\_\_\_, mobile number: \_\_\_\_\_, by occupation \_\_\_\_\_, by faith \_\_\_\_\_ and (2) \_\_\_\_\_, wife of \_\_\_\_\_, having IT PAN: \_\_\_\_\_, Aadhaar number \_\_\_\_\_, mobile number: \_\_\_\_\_, by occupation \_\_\_\_\_, by faith \_\_\_\_\_, both presently residing at \_\_\_\_\_, hereinafter called and referred to as the **PURCHASERS/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**A N D**

**STHAPATI ENTERPRISES PRIVATE LIMITED**, a Private Company Limited by shares, having Corporate Identity Number (CIN): U45201WB2000PTC091583, Income Tax Permanent Account Number (IT PAN): AAGCS5233E and Goods & Service Tax Identification Number (GSTIN): 19AAGCS5233E1ZE, incorporated under the provisions of Companies Act 1956, having its Registered Office at 31/C, Sreemohan Lane, Kolkata: 700026, PO: Kalighat, PS: Tollygunge, represented herein by its present Managing Director-in-office, **MR. SOUMYA KANTI DASGUPTA**, son of Late Prafulla Kumar Dasgupta, having DIN (Director Identification

Number):00907739, mobile number: 9831061848, IT-PAN:ADOPD1262G,Aadhaar Number: 384099288585, by Nationality Indian, by faith Hindu, by Occupation Business, presently residing at IA-270, Sector-III, Salt Lake City, Kolkata: 700097, PO: Purbachal, PS: Bidhannagar (South), hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successor/s-in-office of the Company and also its executors, legal representatives, administrators and/or assigns) of the **THIRD PART**.

**WHEREAS** WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., a Govt. Company incorporated under the Companies Act, 1956 (Act 1 of 1956) and the Planning Authority, as appointed by the State Government vide Order No. 1490-HI/HGN/NTP/1M-1/98 dated 14<sup>th</sup> September, 1999, in respect of the Planning Area declared as such under Notification No. 1423/HI/HGN/NTP/1M-1/98 dated 27<sup>th</sup> August, 1999, referred to as the “WBHIDCO LTD”, has a Statewide mandate to provide larger supply of developed lands, and whose immediate focus area has been limited to the development of a planned town at New Town.

**AND WHEREAS** the collector of North 24 Parganas thereafter duly transferred right, title and interest in the said lands and also made over vacant possession over the said land to WBHIDCO Ltd free from all encumbrances upon payment of the price for compensation money for such lands.

**AND WHEREAS** upon such transfer of lands and possession thereof being handed over to the WBHIDCO Ltd, the WBHIDCO Ltd is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land free from all encumbrances which include all that piece and parcel of land described in the Schedule hereunder written.

**AND WHEREAS** the WBHIDCO Ltd, in consonance with the main object and intent as spelt out in the Company’s Memorandum of Association, has already developed, built and provided necessary infrastructures on the said lands for making it suitable for setting up the proposed township.

**AND WHEREAS** after having developed the said lands and building infrastructure thereon the WBHIDCO Ltd has demarcated afresh the said acquired lands in several plots under different categories and has made the same ready for allotment and sale to the prospective buyers.

**AND WHEREAS** Mr. Anjan Kumar Chowdhury and Mrs Sujata Chowdhury, the Owners herein, applied to the WBHIDCO Ltd for purchase of a piece and parcel of land being acquired portion thereof to erect a building thereon for residential purpose after complying with all formalities for allotment of such land by the WBHIDCO Ltd.

**AND WHEREAS** by virtue of a Deed of Conveyance Mr. Anjan Kumar Chowdhury and Mrs Sujata Chowdhury, the First Party herein, became the sole and absolute owners in respect of the said homestead plot of land, having an area of about 150 sqm, a little more or less, specifically described in the Schedule A herein below and said deed was registered on 3<sup>rd</sup> December 2013 at the office of the Additional District Sub-Registrar, Rajarhat, North 24 Parganas and recorded in Book No. I, CD Volume No: 3, pages 9465 to 9479, being no: 01863 for the year 2014.

**AND WHEREAS** since then the Owners/The First Party herein, are in peaceful possession and enjoyment of the said property as absolute owners and recorded their names in the register of the New Town Kolkata Development Authority (NKDA) upon payments of all rates and taxes thereof, in respect to their individual tenement, land and said premises as absolute and indefeasible estate in fee simple or an estate equivalent thereto, which is marketable and free from all encumbrances

**AND WHEREAS** in the meantime the family of the Owners herein grew in size and with an eye to have better residential accommodation for herself the said Owner decided to develop their "Said Property" but due to paucity of fund and due to absence of necessary infrastructure and experience in matters of real estate development approached the Developer herein, Sthapati Enterprises Private Limited, a reputed Promoter/Developer of real estate properties, to develop the said property and construct new proposed building or buildings thereon as per the building plan/plans to be sanctioned for this purpose by the concerned authority (Newtown Kolkata Development Authority).

**AND WHEREAS** the Developer herein, Sthapati Enterprises Private Limited, agreed to develop the said property in accordance to the building plan or plans to be sanctioned and/or re-sanctioned for this purpose by the Newtown Kolkata Development Authority and construct a new building thereon as per the said sanctioned plan/plans.

**AND WHEREAS** consequently the Owners herein have agreed to grant the Developer exclusive right to develop the “Said Property” described in the Schedule “A” hereunder written and to construct a new building / buildings thereon in accordance with the building plan or plans to be sanctioned by the Newtown Kolkata Development Authority and the Owners are agreeable to convey undivided proportionate indivisible and impartible share of land in respect of flats/car parking spaces/covered spaces to be erected therein under the Developer’s Allocation in accordance to the terms and conditions hereinafter appearing.

**AND WHEREAS** the owners thereafter entered into a Development Agreement with the Developer herein which was executed and registered on 28.05.2022 at the office of the Additional Registrar of Assurances – I, Kolkata, being Deed No: 07904 for the year 2022, Book No: I, CD Volume No: 1902-2022, Pages from 357132 to 357196.

**AND WHEREAS** further acting in tune with the said Development Agreement dated 28.05.2022 executed by and between the Developer herein and the Owners/confirming Party herein, the Developer herein in consultation with Owner herein got prepared of a Building Plan and submitted the same for approval /sanction by the competent authority being the Newtown Kolkata Development Authority which plan case after due consideration and payment of all necessary and allied fees in this regard by the Developer herein was approved/sanctioned by the Kolkata Municipal Corporation as sanctioned Building Permit No: 0190070120230523 dated 30.05.2023 of the Newtown Kolkata Development Authority.

**AND WHEREAS** in further pursuance of their same goal as mentioned hereinabove the Developer herein, Sthapati Enterprises Pvt. Ltd., also engaged in the business of Civil Construction started construction on the said premises as per the sanctioned Building Permit No: 0190070120230523 dated 30.05.2023 of the Newtown Kolkata Development Authority under the supervision of a Class – 1 L.B.S./Architect of the Newtown Kolkata Development Authority (appointed for the same purpose

by the Developer herein) on the land of said premises as detailed in the SCHEDULE "A" written hereunder.

**AND WHEREAS** according to the said Development Agreement dated 22.05.2014 executed by and between the Owner of the land who is the First Party herein and the Developer, the First Party grants subject to what has been hereinafter the exclusive right to the Developer to build, construct, erect and complete the building and to commercially exploit the same by entering into Agreement(s) for Sale of their allocated areas save the portion of the area allotted to the First Party and/or construct in accordance with the plan or plans either already sanctioned or to be further sanctioned in the name of the First Party by the appropriate authorities with the approval of First Party.

**AND WHEREAS** in consideration of the above the Developer shall be entitled to a minimum number of flats, car parking spaces, and/or units comprising both or otherwise, roofs etc. stated hereto before at the said proposed building together with proportionate undivided share or interest of land and the common facilities and amenities as defined in details under the Developer's Allocation clause of the Agreement dated 28.05.2022 executed by & between the Developer herein and the Owner herein and as per the same Agreement the Developer shall be entitled to enter into sale and transfer in its own name with any transferee and to receive, realise and collect all money in respect thereof which shall absolutely belong to the Developer and the First Party hereby gives their full consent to the Developer into entering into such said Agreement/s as referred to herein in this paragraph and the Owners herein further agree to convey the proportionate land of the respective flat(s) with the said right to the purchaser(s) when called upon by the Developer keeping the Owners who are the First Party herein as the Vendor in said such conveyance(s).

**AND WHEREAS** in conformity with the Sanction Plan the Developer started construction of the building upon **ALL THAT** the pieces or parcels of vacant/ Bastu Land containing an area of about 150 Sq.M or a little more or less situated, lying at and being the premises number 19 – 0701 in street number 0701 (12m wide), erstwhile plot no 2326 in Block No AA – IIC of Newtown, category – MIG-I, Mouza – Raigachhi, J.L. No 12, under Rajarhat Bishnupur – I G.P. P.S. Newtown, District North 24 Parganas, which has been specifically described in the **First Schedule** hereunder and hereinafter referred to as the "***said premises***".

**AND WHEREAS** the Purchasers herein knowing the intention of the Developer herein and in need of some flat and/or spaces approached the Developer with the intention to purchase one 2 BHK flat to be constructed within the Developer's Allocation portion in the said proposed building to be situated on the land of the said property (as detailed in Schedule "A" written here under) and accordingly negotiated with the Developer herein.

**AND WHEREAS** the Purchasers herein who have already paid some booking advance and/or further part payment towards the purchase process of their purchasable property then agreed with the Developer who is Confirming Party herein and the owners of the Land who are the Vendor herein to execute an Agreement for Sale documenting the terms and conditions and each other's respective performance and obligations allied to such sale procedure.

**AND WHEREAS** accordingly the parties thereto & hereto, entered into an Agreement for Sale executed & notarized on \_\_\_\_\_ by and between the parties hereto by virtue of which the Purchasers therein and herein agreed to purchase at a valuable consideration from the Developer one Flat (bearing no: "\_\_\_\_\_"), and one car parking space (bearing no: "\_\_\_") which, in this document, are shown, demarcated and/or delineated in the **RED** marked portions of the sketched Map/s annexed hereto and which property is described in more details in the Schedules described briefly hereinafter in this paragraph and which schedules are written in details hereunder at an agreed total consideration of \_\_\_\_\_/- only (Rupees \_\_\_\_\_ only) plus GST as applicable, have been paid by the Purchasers therein and herein to the Developer therein and herein as per above detailed agreement for sale dated \_\_\_\_ executed between the Developer and the Purchasers therein and herein before execution of these presents. The full payment thus made by the Purchasers herein before the execution of these presents is being acknowledged through the Memo of Consideration by the Developer enclosed hereunder (and which memo is part and parcel of this document). The said schedules as referred to herein in this paragraph are as follows:

**FIRST SCHEDULE:**

Detailed Schedule of the land of the "said property" upon which is situated the building which houses the Purchaser's Flat and upon which the Purchasers shall enjoy proportionate (to the area of the Flat) undivided impartible right title and interest

**SECOND SCHEDULE:**

Schedule of the Flat and car parking space as allotted to the Purchasers herein.

**THIRD SCHEDULE:**

Schedule of the common areas, facilities and amenities provided in the Building and premises housing the Purchasers' Flat and car parking space of which the Purchasers will enjoy undivided impartible right title and interest proportionately to their share of the Flat and car parking areas

**FOURTH SCHEDULE:**

Schedule of the common expenses to be borne by the Purchasers in proportion to their share of the common facilities amenities and areas;

**AND WHEREAS** after completion of construction of the building as per the sanctioned Building Plan and Permit No: 0190070120230523 dated 30.05.2023 read with any further sanctioned plans of the NKDA, the building was named as "SUKANYA".

**AND WHEREAS** in pursuance of the said Agreement for the sale executed and notarized on \_\_\_\_\_, the developer who is the Confirming Party herein has executed constructed and completed the said building as per the Building Permit No: 0190070120230523 dated 30.05.2023 of the Newtown Kolkata Development Authority [hereinafter referred to as the said building plan] and the said flat and car parking space as mentioned in the above referred agreement for sale together with all the common parts and facilities and/or amenities therein and have subsequently on the basis of that applied to the Newtown Kolkata Development Authority for issuance of "Completion Certificate" and have effected house drainage completion connection and applied for and got municipal water supply to the newly completed building as well as applied for and obtained common electric meter to the said newly constructed building named "SUKANYA" i.e. in other words the Developer have completed construction of the building housing the Purchasers' Flat and car parking space as per the agreed to specifications outlined in the Agreement for the sale executed and notarized on \_\_\_\_\_ and in accordance to the sanctioned building plan/s and also made it occupiable/habitable and the Purchasers have from time to time made full payment on account of



the impartible proportionate undivided share or interest in the land comprised in the premises and on account of cost of construction of the said flat and car parking space under the said agreement to the Developer.

**AND WHEREAS** the Purchasers have now approached the Developer and through them the Vendor herein to cause to be sold, transferred and conveyed of the said Flat “\_\_\_\_” and car parking space number “\_\_\_” together with the impartible proportionate (to the area of the Flat and car parking space) undivided share or interest in the land of the “said property” comprised in the said premises together with the proportionate (to the area of the Flat) impartible undivided share in common areas, common portions and common facilities and common amenities thereof and the Vendor & Confirming Party have agreed to cause to sale, transfer, convey of the same unto the Purchasers herein at a total Consideration of **Rs \_\_\_\_\_/-** only (Rupees \_\_\_\_\_ only) plus GST as applicable.

**1. NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement for Sale executed & notarized on \_\_\_\_\_ by and between the parties thereto and hereto and in consideration of the sum of Rs \_\_\_\_\_/- only (Rupees \_\_\_\_\_ only) plus GST as applicable, being price of the constructed flat bearing no: “\_\_\_\_” situated on the \_\_\_\_\_ floor road facing of the newly constructed building recently named as “SUKANYA” at premises number 19 – 0701 in street number 0701 (12m wide), erstwhile plot no 2326 in Block No AA – IIC of Newtown, category – MIG-I, Mouza – Raigachhi, J.L. No 12, under Rajarhat Bishnupur – I G.P. P.S. Newtown, District North 24 Parganas, having 927 Sq.Ft super built-up area, and car parking space no “\_\_\_” at the ground floor, with undivided proportionate and impartible share in the land described in the first schedule written hereunder paid by the purchasers to the Confirming Party/Developer and the Developer who is the Confirming Party and the Owners who are the Vendor herein do hereby admit and acknowledge and from payment of the sum as aforesaid release, discharge and acquire unto the Purchasers undivided proportionate and impartible share in the land described in the first schedule written hereunder and the said \_\_\_ floor space being flat no: “\_\_\_\_” and car parking space being number “\_\_\_\_” described in the second schedule hereunder written and the proportionate impartible share of the common areas and facilities described in the third schedule written hereunder AND the Vendor and the Confirming Party do hereby sale, convey, transfer, assign and assure unto the Purchasers **ALL THAT** an undivided

proportionate impartial share and interest in the total land described in the first schedule hereunder written and absolute right, title and interest in the said \_\_\_\_\_ floor flat space being flat no: “\_\_\_\_” road facing side of the building measuring about 927 Sq.Ft, super built-up area and car parking space being number “\_\_\_” on the ground floor measuring about 135 Sq,Ft, described in the second schedule hereunder written and as shown in “**RED**” marked portions of sketch maps annexed hereto and impartible proportionate share and interest in the common areas facilities described in the third schedule hereunder written **SUBJECT TO** the Purchasers having and performing the covenants and agreements contained herein below and hereunder written **AND** reversion or reversions, reminder or reminders and the rents, issues and profits in connection with the said undivided proportionate share in the land and in the constructed space and all the said right, title, interest, claim and demand whatsoever of the Vendor into or upon the undivided proportionate share in the entire land and in the said flat and all other benefits and rights, herein comprised and herewith granted, sold, conveyed, transferred, assigned and assured and expressed or intended so to be and part or parts thereof respectively together with other right, liberty and appurtenance whatsoever unto the purchasers free from all encumbrances, trust, liens and attachments whatsoever **AND TOGETHER WITH** the easement and quasi-easement and stipulations and provision in connection with the beneficial use and enjoyment of the said undivided proportionate impartible share of the entire land and the said portion of the \_\_\_\_\_ floor flat space being flat no: “\_\_\_\_\_” and car parking space being number “\_\_\_” in the building by the respective co-owners and lawful occupiers of the building and/or the said undivided proportionate impartible share in the entire land and **TO HAVE AND TO HOLD** the said undivided proportionate impartible area in the said land and the said portion of the \_\_\_\_\_ floor space being flat no: “\_\_\_\_” and car parking space being number “\_\_\_” and all other benefits and right hereby granted, sold conveyed transferred, assigned and assured and every part or parts thereafter absolutely and forever subject to the purchasers paying and discharging all taxes and imposition in the said portions of the \_\_\_ floor flat space being flat no: “\_\_\_\_\_” and car parking space being number “\_\_\_” wholly and the common expenses proportionately and all other outgoings in connection with the said flat/shop/CPS/unit wholly and the said land, building and in particular common portions proportionately.

**2. The VENDOR and the CONFIRMING PARTY do hereby covenant with the PURCHASERS as follows: -**

1. Interest which the Vendor and the Confirming Party do hereby professed to transfer subsist and that the vendor and the confirming party have the right, full power and absolute authority to grant, sale, convey, transfer assign and assure unto the purchasers the said undivided proportionate share in the said land and said flat and car parking space and undivided user's interest in common parts.
2. It shall be lawful for the Purchasers from time to time to enter into and upon and to hold use and enjoy the said share in the said land and the said \_\_\_\_\_ floor constructed space being flat no: "\_\_\_\_\_" the said car parking space no "\_\_\_\_\_" and every part thereof and to receive, rents, issues and profit thereof without any interruption, disturbance, claims or demands whatsoever from or by the vendor or from any person or persons claiming through under the Vendor or any trust and liens by the Vendor and free and clear from and against all manner of encumbrances including trusts, liens and attachments whatsoever save only those are expressed mentioned herein.
3. The Vendor and Confirming Party from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchasers acknowledge to make, 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 share in the said land and the said portion of the \_\_\_\_\_ floor flat space being flat no: "\_\_\_\_\_" and the said car parking space no "\_\_\_\_\_" in the said building in the manner as aforesaid.
4. The Vendor and Confirming Party shall unless prevented by fire or more other irresistible force from time to time and at all times hereafter upon ever reasonable request and at the costs of the purchasers produce or cause to be produced to the purchasers or to their attorney or authorized agent or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deed/s in their possession in connection with the said land and also shall at the like request and costs of the purchasers deliver to the purchasers such attested or other copies of extracts there from as the purchasers may reasonably require and will

in the meantime unless prevented as aforesaid keep the same safe, unobliterated and uncanceled.

5. The Vendor and Confirming Party shall not do anything or make any grant for term whereby the rights of the Purchasers described herein may be prejudicially affected and shall do all act as be necessary to ensure the rights available to the purchasers as the purchasers and as co-owners [as described herein] from the other co-owners.
6. The Vendor and Confirming Party shall duly fulfil and perform all their respective obligations and covenants elsewhere herein expressly contained.
7. The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages, whatsoever belonging or in any way appertaining to the said portion of the \_\_ floor constructed space being flat no: “\_\_\_\_\_” and car parking space being no “\_\_” in the said building on the said property or therewith held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter full specified:
  - A]. The right or protection of the said constructed space from all parts of the said building so far as they now protect the same.
  - B]. The right to own and use the common portion jointly with all other co-owners.
8. The Owners/Vendor have not concealed or suppressed any materials defects in the title.

**3. THE PURCHASERS do hereby covenant with THE VENDOR and CONFIRMING PARTY as follows:**

1. To observe, fulfil and perform the covenants hereunder written including those for the common purposes as described in the third schedule hereunder written and shall regularly and punctually pay and discharge all taxes and expenses, proportionately and other outgoing in connection with the said portion of the \_\_\_\_\_ floor constructed space being flat no: “\_\_\_\_\_” and car parking space number “\_\_” in the said building wholly and in connection with the said land and the building and in particularly the common portions proportionately.

- 2.** To contribute and pay the proportionate share of expenses and outgoing as will be determined by the Association of all co-owners as more specifically mentioned in the fourth schedule hereunder written.
- 3.** To pay both Owners' and Occupiers' share of Municipal rates and taxes levied on the said portion of the \_\_\_\_\_ floor constructed space being flat no: "\_\_\_\_" and car parking space number "\_\_\_\_" in the said building and proportionately on the said land and/or the said building and exclusively pay all charges for electricity telephone and other facilities utilized in the said constructed space.
- 4.** The purchasers shall do the following in connection with use and enjoyment of the said \_\_\_\_\_ floor constructed space being flat no: "\_\_\_\_" and car parking space number "\_\_\_\_" in the said building on the said property and undivided proportionate impartible share in the entire land and common areas and facilities:
  - A.** To keep at their own costs and expenses the said \_\_\_\_\_ floor constructed space being flat no: "\_\_\_\_" and car parking space number "\_\_\_\_" in the said building and every part thereof and all fixtures and fittings therein or exclusively therefore comprised therein property painted and in good repairs and in neat and clean conditions and as decent and respectable place for residential purpose only.
  - B.** Use the said \_\_\_\_\_ floor constructed space being flat no: "\_\_\_\_" and car parking space number "\_\_\_\_" and common facilities and areas carefully peaceably and in the manner reasonably indicated herein and/or in accordance with the rules that may be framed by the co-owners and/or statutory body/s for the use thereof.
  - C.** Use all paths, passages, and staircase only for the purpose of egress to the constructed space and ingress and for no other purpose whatsoever unless permitted in written by the other co-owners of the flat owners' association, if formed.
  - D.** Make all additions and alterations as may be required to be made in the building or any part thereof on the requisition of the Government or Newtown Kolkata Development Authority or other statutory body otherwise in co-operation with the purchasers and/or co-owners of

other flats at their own costs wholly in case it relates to the said constructed space and any part thereof and proportionately in case it relates to the other flats and/or the common parts and similarly to pay all betterment fees and other similar fees and/or penalties which are required to be paid by the vendor and/or purchasers and/or other co-owners with regard to the building and/or user thereof including the charge of user.

- E.** Keep the said constructed space in good state of repair and condition.
- F.** Join the flat-owner's association if and/or as and when formed from amongst the flat owners of the said building by the Developer and agrees to abide by the byelaws and decisions.
- G.** Permit the said flat-owner's association and/or till its formation the Developer and its surveyor(s) or agent(s) with or without workmen at all reasonable times and upon 48 hours previous notice in writing to the purchasers to enter upon the constructed space and every part thereof to view the state and conditions found there and to give notice to the purchaser to repair the same.
- H.** Within 15 days after the date of delivery of every such notice as aforesaid, to repair and make good all such defects, decays and want of repairs to the said \_\_\_\_\_ floor constructed space being flat no: "\_\_\_\_" and car parking space number "\_\_\_\_" in the said building at the cost of the purchasers.
- I.** Allow all the co-owners in the said building the unobstructed and unhindered right of easement and/or quasi-easements in the common portions of the said building.
- J.** Apply for and have the said \_\_\_\_\_ floor constructed space being flat no: "\_\_\_\_" and car parking space number "\_\_\_\_" in the said building separately assessed for the purpose of assessment of municipal rates and taxes in so far as the same are allowable in law and shall also apply for and obtain mutation in their names as purchasers and/or co-owners in the relevant municipal and/or other land records.
- K.** Bear and pay municipal and all other rates and taxes and imposition including urban land tax, etc. in respect of the housing complex,

proportionately and the said \_\_\_\_ floor constructed space being flat no: “\_\_\_\_” and car parking space number “\_\_\_” wholly on and from the date of possession of the said constructed space distinguished as flat no: “\_\_\_\_” and car parking space number “\_\_\_” in the said building.

- L.** This Association of co-owners and/or till its formation, the developer, shall manage, maintain and control the common portion and do all other acts, deeds and things as be necessary of expedient for the common purpose and for that the purchasers shall co-operate with the other co-owners and/or the association and/or the developer as the case may be and contribute to pay every month a fixed amount as may be decided by the said association of co-owners and/or developer as the case may be towards the common expenses within seven days of the other owners and/or the association and/or the developer [as the case may be] leaving its bill for the same in the said constructed space being flat no: “\_\_\_\_” and/or at the above address of the purchasers.
  
- M.** In case of default in making the said payment by the purchasers, the co-owners and/or the association and/or the developer as the case may be shall be entitled to withhold all such utilities and/or facilities and/or services [for which such bill may have been raised] to the purchasers till that time the purchasers continue to remain in default and/or demand and realize all amounts for the time being due and payable by the purchasers herein from any occupant of the said flat bearing no: “\_\_\_\_” or any part thereof.
  
- N.** Not to interfere with in any manner or obstruct the aforesaid right of the other co-owners and/or the association and/or the developer as the case may be and shall not make any demand for losses or damage in connection therewith.
  
- O.** Observe and abide by the rules and regulations and bye-laws to be framed from time to time by the co-owners and/or the associations, if formed, for the common purpose and for quiet and peaceful enjoyment of common portions as the co-owners or the association, if formed, may consider reasonable, but not inconsistent with the provisions contained herein.

**4. It is hereby further agreed by and between the VENDOR/OWNERS and the CONFIRMING PARTY and the PURCHASERS as follows: -**

- a.** The aforesaid undivided proportionate share or interest in the said land comprised in the said premises shall always remain impartible.
- b.** The aforesaid undivided proportionate share or interest of the common areas spaces amenities in the said building & said premises shall always remain impartible.
- c.** The PURCHASERS shall not do any one or more of the following things:
- I.** Cause any nuisance and annoyance to the co-purchasers and/or occupants of other portions of the said building and/or flats.
- II.** Use or allow to be used the said portion for any purpose other than those mentioned in this Indenture and in particular not to use the same for any hotel, nursing home, boarding house, manufacturing purpose, save with the consent in writing of the association has obtained.
- III.** Decorate or paint or otherwise alter the exterior or the said portion/space or common areas and facilities of the same building in any manner save in accordance with the general scheme thereof as specified by the association.
- IV.** Do anything whereby the other co-purchaser/s and/or occupants of other portions in the said building is/are obstructed or prevented from enjoying, quietly, peacefully exclusively their respective flats and jointly of the common areas and facilities.
- V.** Claim any right of absolute ownership in any other part of the said building save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said \_\_\_\_\_ floor constructed space being flat no: “\_\_\_\_\_” and car parking space number “\_\_\_\_” in particular.
- VI.** Claim any portion or sub-division in respect of the common portions in the said building and/or situated within the said premises.



- VII.** Obstruct the other co-owners in the said building or members of the flat owner's association, if formed, or till its formation the developer in their/its acts relation to the common purpose.
- VIII.** Injure or harm the common portions or any other flat/s and/or space/s in the building either by mistake or on purpose and/or make any alteration or withdraw any support or otherwise.
- IX.** Alter any outer portion or elevation or colour scheme of the said unit or the building without the prior consent in writing of the other co-owners or association [if formed] had obtained.
- X.** Affix any wires, cables, pipes etc. from or through any of the common portion or other units save in the manner as expressed mentioned herein or permitted in writing by the other co-owners or the association, [if formed].
- XI.** Use or permitted to be used of the roof in any manner which can harm the building and/or disturb the peace of other co-owners and/or the other occupants in the said building specially not to use or let the same to be used for any illegitimate illegal and/or immoral activities.

**AND** the Confirming Party do hereby confirm and concur that it has completed the construction of the said \_\_\_\_ floor flat space being flat no: “\_\_\_\_” having super built area of 927 Sq.Ft and car parking space number “\_\_\_\_” measuring 135 Sq.Ft in the said building situated on the said property and has delivered possession thereof unto the Purchasers in completely habitable/occupiable/usable and acceptable condition and the Owners/Vendor and Developer/Confirming Party herein have full right and absolute authority to transfer/convey the same unto the Purchasers and the Purchasers have accepted delivery of possession of the Flat and the car parking space purchased by them and detailed elsewhere herein in terms of the Agreement for sale dated \_\_\_\_\_ as well as these presents and the Purchasers having accepted such delivery of possession of the said property being transacted by these presents and detailed in the Second Schedule written hereinafter also confirmed and concurred this sale.

**THE FIRST SCHEDULE REFERRED TO ABOVE:**  
**(SCHEDULE OF LAND, PREMISES)**

**ALL THAT** the pieces or parcels of vacant/ Bastu Land containing an area of about 150 Sq.M or a little more or less situated, lying at and being the premises number 19 – 0701 in street number 0701 (12m wide), erstwhile plot no 2326 in Block No AA – IIC of Newtown, category – MIG-I, Mouza – Raigachhi, J.L. No 12, under Rajarhat Bishnupur – I G.P. P.S. Newtown, District North 24 Parganas being butted and bounded in the following manner:

ON THE NORTH BY: Premises No: 20 - 0703  
ON THE SOUTH BY: 12 m wide Street No 0701  
ON THE EAST BY: Premises No: 17 - 0701  
ON THE WEST BY: Premises No: 21 - 0701

**THE SECOND SCHEDULE REFERRED TO ABOVE:**  
**(SCHEDULE OF ALLOTTED FLAT & CAR PARKING SPACE)**

**ALL THAT** the one number of self contained flat to be completed as per the Schedule “C” written hereunder measuring more or less a Super built up of **927** Square feet being flat No “\_\_\_\_” on the \_\_\_\_ Floor of the proposed building to be constructed in accordance to the Sanctioned Building Permit No: 0190070120230523 dated 30.05.2023 of the Newtown Kolkata Development Authority and any further Sanctioned Plan/s) together with impartible proportionate undivided share or interest in the land, including proportionate right title and interest over the common facilities, common service, all fixtures, sanitary and electrical installation and fittings either already situated or to be situated and lying at the land of the premises detailed in Schedule “A” written hereinabove.

**TOGETHER WITH** one car parking space bearing number \_\_\_\_, measuring 135 Sq.Ft at the \_\_\_\_ facing side of ground floor of the said building.

**THE THIRD SCHEDULE REFERRED TO ABOVE:**  
**(COMMON AREA AND FACILITIES)**

Common Areas and Facilities shall mean all those areas, passages and facilities situated outside the Net Area of the Flat purchased by the Purchasers but within the Land Area (within which is situated the building

which houses the Purchaser's Flat) which is necessary for the enjoyment of the flat/s by the Occupier/s thereof. They are as follows: -

- A. Entrance Corridor on Ground Floor
- B. Pump Room with Pump Motor
- C. Stair Case with Stair Way
- D. Landing and Corridor on each Floor
- E. Stair Room/Mounting Room above Roof Level
- F. Passage Leading to Stair Way on Ground Floor
- G. Semi-underground Reservoir Tank(s)
- H. Overhead Water Reservoir(s)
- I. Water ways including Main Ferrule, water supply to be provided by KMC water supply department
- J. Common Electric Meter with corresponding Main Switch with electrical room (if provided).
- K. Security Lights in and around the Building
- L. Boundary Walls with Pillars and gates/railings on boundary limit
- M. Main Gate & other gates to the Entrance of the Building
- N. Sewer and Soil Line with Pits and Master Trap within the Main Premises within which the Building is situated
- O. Final roof(s) of the Building with guard/parapet walls/railings.
- P. Lift Well with lift and all allied gadgets with the lift machine room
- Q. CCTV surveillance cameras at various common points with allied wires DVR and other gadgets
- R. Intercom machine and wires (but not the individual apartments' sets) with the common telephone set in the security booth.
- S. Common toilet on ground floor and / or final roof of the building (if provided).
- T. All mandatory open spaces

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**[Schedule of Common Expenses]**

The Purchasers herein shall regularly and punctually pay proportionate share of the common expenses as fully described herein below: -

- a)** All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b)** The expenses of maintaining, repairing redecorating etc. of the main structures, roof with parapet walls and/or fittings, gutters and pipes

of the building, tube-well, motor pumps, water pipes, and installations in, under or upon the building; entrances passage, landing and staircase of the building; boundary walls of the building compound, the costs of cleaning and lighting the passage, landings, stair-cases and other parts of the building which are to be enjoyed or used by the co-owners and/or other occupants [in the said building] in common as aforesaid.

- c)** The salary of all persons employed for the common purposes including caretaker, security personnel, sweepers, mistries etc.;
- d)** All charges and deposits for supplies of common utilities to the co-Owners in common;
- e)** Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
- f)** Cost of the Insurance Premium of the building
- g)** Costs of formation and operating the Association;
- h)** Costs of running, maintenance, repairing and replacement of lift / elevator and other common installations including their license fees, taxes and other levies, if any
- i)** Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- j)** Electric charges for the electricity energy consumed for the operation of common services;
- k)** Such other expenses, taxes, rates and other levies as are demanded by the Developer/Confirming Party or after formation of “Apartment Owners’ Society or Association” by such society or association which are necessary or incidental for the maintenance and up-keep of the building in general and/or common areas and facilities in particular and liable to be paid by the co-Owners / users in common.

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named **PURCHASERS** the within mentioned sum of **Rs** \_\_\_\_\_/- only (Rupees \_\_\_\_\_ only) plus GST as applicable in full on divergent dates being the Consideration Money payable under these presents.

**Witnesses:**

1.

2.

\_\_\_\_\_  
**[DEVELOPER/CONFIRMING PARTY]**

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

**SIGNED, SEALED AND DELIVERED**

**At Kolkata in the presence of:**

**WITNESSES:**

1.

\_\_\_\_\_  
(Signatures of the **FIRST PART**)

2.

\_\_\_\_\_  
(Signatures of the **SECOND PART**)

\_\_\_\_\_  
(Signature of the **CONFIRMING PARTY**)

**Drafted by:**

\_\_\_\_\_  
**(Tapendra Mohan Biswas)**  
Advocate, Calcutta High Court,  
Enrolment No: WB / 406 /95

**Computer typed by:**

\_\_\_\_\_  
**(A.Deb)**  
31/C, Sreemohan Lane, Kolkata - 700026