

DEED OF SALE

THIS INDENTURE is made this the ..... day of ..... Two Thousand Twenty Five (2025) B E T W E E N

Omendriia Promoters & Developers Pvt. Ltd.

  
Rohini Patel  
Director

(1) **M/S. OIENDRILA PROMOTERS AND DEVELOPERS PVT. LTD.**, (PAN-AAPCO1239M) a company incorporated under the Companies Act, 1956, having its office at 27B, Bose Pukur Road, P.S. Kasba, Kolkata -700 042, represented by its one of the Director namely, **SRI PRABIR PAUL**, (PAN AFQPP2907Q) (Aadhar 9058 9891 0937), son of Sri Santi Ranjan Paul, by faith - Hindu, by occupation - Business, residing at URBANA, FLAT-2404, TOWER-6, 783, Anadapur, P. S. - Anandapur, Kolkata-700107, (2) **SRI BISWANATH PAUL**,(PAN-AGQPP1492D& Aadhaar No.3486 4004 7130) son of Sri Ajit Paul, by faith Hindu, Indian, by occupation– Business, residing at 130A, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata-700031 & (3) **SRI ANUP KUMAR HALDER**, (PAN-AAZPH5103Q & Aadhaar No.7782 0933 8910) son of Sri Madhusudan Halder, by faith Hindu, Indian, by occupation–Service, residing at 23K, Panchanan Tala Road, P.O. Sarat Bose Road, P.S. Lake, Kolkata-700029, hereinafter called the **OWNERS/VENDORS** (which term or expression unless excluded by or repugnant to the context shall mean and include their respective successor-in-office, heirs, administrations, legal representatives, successors-in-interest and assigns) of the **FIRST PART**.

## **AND**

(1) **SRI .....**, (PAN-..... & Aadhar No. ....), son of....., by caste:- Hindu, by occupation – ....., by Nationality - Indian, residing at ..... hereinafter referred to as the **“PURCHASER”** (which expression shall unless excluded by or repugnant to the subject on context to be deemed to mean and include respective his/her heirs, successors, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

**WHEREAS** one Sri Nabakishore Mondal, since deceased Sri Pravash Chandra Mondal, Jugal Charan Mondal of Bowali were the lawful owners and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of certain area of land, situated at Mouza–Nayabad, J.L. No.25, Pargana–Khaspur, Touzi No.56, comprised in C.S. Dag No.102 corresponding to R.S. Dag No.191 & 194, appertaining to C.S. Khatian No.5 & 6 corresponding to R.S. Khatian Nos.112,113,115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127 ,128, 131, 132 & 133 under P.S. formerly Tollygunge then Kasba thereafter Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written.

**AND WHEREAS** one Nagendra Nath Dey Sarkar and others, the predecessor of Jnanendra Nath Dey Sarkar of Baishnabghata, by four Mourashi Mokarari Pattahs took permanent Settlement from the property acquired by some of the co-sharers of the said Mondal family out of the said property and had been enjoying the said property, as recorded owners thereof and accordingly the said property was recorded in their names in Khatian No.5 of said Mouza-Nayabad.

**AND WHEREAS** the said Jnanendra Nath Dey Sarkar and others establishing a firm in the name of Suburban Agriculture Dairy & fisheries Co. Ltd. and transferred the said property to the said firm.

**AND WHEREAS** thereafter the said Suburban Agriculture Dairy & fisheries Co. Ltd. with the object of exclusive and separate enjoyment of the said land acquired by them, instituted a Title Suit as Plaintiff, being T.S. No.16 of 1941` before the Ld. 3<sup>rd</sup> Sub-Judge at Alipore, against the co-sharers concerned.

**AND WHEREAS** after hearing of the said Suit, in the said Court, the Plaintiff firm was declared to be the rightful owners in respect of their shares and Sri Sachindra Nath Koley, Executor of the Swarnamoyee Dasi Estate, the Defendant No.16 was declared to be the rightful owner in respect of his share and the Defendant Nos.12, 13 & 14 namely Pravash Chandra Mondal, since deceased, Pratul Chandra Mondal, since deceased and Amarendra Nath Mondal, declared to be the joint owners in respect of their shares, among the defendant No.12,13, & 14, the said Pravash Chandra Mondal became the owner in respect of his share and othe co-sharers were declared to be the owners of the rest share. In the manner aforesaid Defendant No.12 Sri Pravash Chandra Mondal, since deceased, became the absolute sixteen annas owner of the said property in the preliminary Decree.

**AND WHEREAS** during the pendency of the said Suit, the said Pravash Chandra Mondal died intestate on 17.04.1968 leaving behind his wife Smt. Sudhangsu Bala Mondal, two sons Sri Sasanka Sekhar Mondal and Sri Biswa Sekhar Mondal and four daughters namely Smt. Ashima Rani Roy, Smt. Jamuna Rani Das, Smt. Bimala Rani Mondal (Dolui) and Miss Pratima Rani Mondal as his only legal heirs , who were substituted in the said Suit in place of deceased, Pravash Chandra Mondal, the Defendant No.12.

**AND WHEREAS** thereafter by a registered short-term lease, dated 15.02.1969, registered in the office of District Registrar at Alipore and recorded in Book No.I, Volume No.11, page from 218 to 258, Being No.271 for the year 1969, the said Smt. Jamuna Rani Das, Smt. Bimala Rani Mondal (Dolui) and Miss Pratima Rani Mondal granted a lease in Rayati right in favour of their two brothers Sri Sasanka Sekhar Mondal and Sri Biswa Sekhar Mondal at an yearly rent of Rs.1.75 paise and by a registered Indenture, dated 25.01.1969, being Deed No.275 for the year 1969, the aforesaid Lessors said right, title and interest in the said lease-hold land unto and in

favour of Smt. Sudhangsu Bala Mondal and Smt. Nilima Mondal, wife of Sri Sasanka Sekhar Mondal and the right, title and interest of the said Lessors in the said property became ceased and destroyed forever.

**AND WHEREAS** thereafter by a registered Deed of Gift, dated 02.10.1969, registered in the office of Jt. Sub-Registrar of Alipore at Behala and recorded in Book No.I, Volume No.65, page from 233 to 276, Deed No.4198 for the year 1969, the said Smt. Sudhangsu Bala Mondal, transferred, conveyed bestowed, assured and assigned her right, title and interest acquired by her by way of inheritance from her husband unto and in favour of Sri Sasanka Sekhar Mondal and Sri Biswa Sekhar Mondal and said Smt. Sudhangsu Bala Mondal became ceased and dispossessed therefrom.

**AND WHEREAS** in the manner aforesaid the said Sri Biswa Sekhar Mondal and Sri Sasanka Sekhar Mondal jointly became the owners of 6/7<sup>th</sup> share out of the share left by the said deceased Pravash Ch. Mondal and said Smt. Ashima Rani Roy became the owner of the rest share of the said property.

**AND WHEREAS** the said Sri Biswa Sekhar Mondal and Sri Sasanka Sekhar Mondal as the Principal Party of the said Suit No.16 of 1941 applied before the Ld. Court for sale of 1 Ganda 2 Kara , being 27/320<sup>th</sup> share of each of them and the Ld. Court granted the said prayer.

**AND WHEREAS** thereafter Amarendra Nath Mondal and another c-sharer of the Land of C.S. Dag No.102, R.S. Dag No.191 & 194 at said Mouza-Nayabad, along with other lands with the object of exclusive possession and separate enjoyment of the said land, filed an application praying inter alia for partition of his share in the said Suit property in Partiton Suit No.16/1941, pending before the said Ld. 3<sup>rd</sup> Sub-Judge at Alipore. After hearing of the said application a pleader Commission was appointed by the Ld. Court with a view to effect partition and/or division of the said property among the co-sharers

thereof. Accordingly Sri Bibhuti Bhusan Majumder, the Pleader Commissioner after proper survey basis divided the said land among the co-sharers and on 23.04.1971 submitted his report along with plan annexed thereto before the Ld. Court and on the basis of the report submitted by the Pleader Commissioner, the said Suit was finally Decreed on 14.07.1971 by the said Ld. Court of 3<sup>rd</sup> Sub-Judge at Alipore.

**AND WHEREAS** as per Decree passed by the said Ld. Court, based on the report submitted by the Pleader Commissioner, the said Biswa Sekhar Mondal was absolute allotted a separate demarcated area of Sali land of the said Mouza-Nayabad, comprised in C.S. Khatian No.5 & 6, appertaining to C.S. Dag No.102, comprising R.S. Khatian No.112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133 appertaining to R.S. Dag No.191 & 194 and since then the said Biswa Sekahr Mondal was enjoying the said property peaceably and in severalty from others.

**AND WHEREAS** as per report submitted by the Pleader Commissioner and final decree passed by an Order dated 04.06.1971, being Order No.546, by the Ld. Court based on the said report, it was specifically noted that the land marked as “CHHA” & “JA” as delineated in the site kplan annexed with the said report was absolute allotted to the said Sri Biswa Sekhar Mondal.

**AND WHEREAS** by a deed of Sale, dated 14.10.1988, registered in the office of Addl. Dist. Sub-Registrar at Sealdah and recorded in Book No.I, Deed No.1295 for the year 1988, the said Sri Biswa Sekhar Mondal sold, transferred and conveyed the said land, situated at Mouza-Nayabad, J.L. No.25, Pargana-Khaspur, Touzi No.56, comprised in C.S. Dag No.102 corresponding to R.S. Dag No.191 & 194, appertaining to C.S. Khatian No.5 & 6 corresponding to R.S. Khatian Nos.112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133 under P.S. formerly Tollygunge then Kasba thereafter Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at

Sealdah, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written unto and in favour of one Sri Ashoke Ghosal, son of Late Jiban Chandra Ghosal of 2, Poddar Nagar, Jadavpur, Kolkata-700032.

**AND WHEREAS** for the purpose of selling, the said Sri Ashoke Ghosal divided the said land into several small plots and provided common passage for free access to those plots.

**AND WHEREAS** being in need of money, the said Sri Ashoke Ghosal sold, transferred and conveyed a plot of the said land measuring 3 Cottah 13 Chittak 5 sq.ft. be the same a little more or less, being Scheme Plot No.46, more fully described in the First Schedule hereunder written, by a deed of Sale, dated 16.05.1995, registered in the office of Dist. Sub-Registrar-III at Alipore and recorded in Book No.I, Volume No.35, page from 143 to 163, Deed No.1741 for the year 1995 unto and in favour of Sri Bijoy Kumar Das, Sri Manindr Kumar Das and Sri Dharendra Kumar Das, all sons of Late Balahari das of Ledo Bazar Basti, P.O. Ledo, P.S. Margherita, Dist. Tinsukia, Assam..

**AND WHEREAS** the said Sri Bijoy Kumar Das, Sri Manindr Kumar Das and Sri Dharendra Kumar Das mutated their names in the office of the Kolkata Municipal Corporation in respect of the said KMC Premises No.2128, Nayabad, vide Assessee No.31-109-08-2128-7, Kolkata-700094, upon payment of rates and taxes thereto.

**AND WHEREAS** being in need of money, the said Sri Ashoke Ghosal sold, transferred and conveyed a plot of the said land measuring 3 Cottah 13 Chittak 5 sq.ft. be the same a little more or less, being Scheme Plot No.16, more fully described in the First Schedule hereunder written, by a deed of Sale, dated 16.05.1995, registered in the office of Dist. Sub-Registrar-III at Alipore and recorded in Book No.I, Volume No.35, page from 161 to 180, Deed No.1742 for the year 1995 unto and in favour of said Sri Bijoy

Kumar Das, Sri Manindr Kumar Das and Sri Dhirendra Kumar Das, all sons of Late Balahari das of Ledo Bazar Basti, P.O. Ledo, P.S. Margherita, Dist. Tinsukia, Assam..

**AND WHEREAS** the said Sri Bijoy Kumar Das, Sri Manindra Kumar Das and Sri Dhirendra Kumar Das mutated their names in the office of the Kolkata Municipal Corporation in respect of the said KMC Premises No.2127, Nayabad, vide Assessee No.31-109-08-2127-5, Kolkata-700094, upon payment of rates and taxes thereto.

**AND WHEREAS** the said Sri Bijoy Kumar Das, Sri Manindr Kumar Das and Sri Dhirendra Kumar Das became the owners of aforesaid two adjoining plots of land altogether measuring 7 Cottah 10 Chittak 10 sq.ft. be the same a little more or less, and recorded their names in the office of the B.L. & O.R.O. vide Memo Nos.18/Mut/1738/BLLRO/ATM/Kasba, 18/Mut/1739/BLLRO/ATM/Kasba & 18/mut/1740/BLLRO/ATM/ Kasba all dated 07.04.2011 and the said land was recorded as L.R. Khatian No.1679, 1680 & 1681 in their names in the L.R. Settlement record of right as the absolute owners thereof .

**AND WHEREAS** the said Sri Bijoy Kumar Das, Sri Manindr Kumar Das and Sri Dhirendra Kumar Das divided the said total land into three separate plots marked as Plot No. A, B & C, in equal area measuring 2 Cottah 8 Chittak 33 sq.ft. be the same a little more or less, together with R.T. shed structure standing thereon.

**AND WHEREAS** by a Deed of Sale, dated 05.10.2021 registered at Dist. Sub-Registrar-III at Alipore and recorded in Book No.I, Volume No.1603-2021, page from 250606 to 250658, Deed No.160309169, for the year 2021, the said the said Sri Bijoy Kumar Das, Sri Manindr Kumar Das and Sri Dhirendra Kumar Das sold, transferred and conveyed a plot of the said land measuring 2 Cottah 8 Chittak 33 sq.ft. be the same a little more or less being Scheme Plot No.B together with 100 sq.ft. tile shed structure standing thereon, out of which 1 Cottah 4 Chittak 16.5 sq.ft. of KMC Premises

No.2127, Nayabad, vide Assessee No.31-109-08-2127-5,Kolkata-700094 and 1 Cottah 4 Chittak 16.5 sq.ft. of KMC Premises No.2128, Nayabad, vide Assessee No.31-109-08-2128-7,Kolkata-700094, situated at Mouza- Nayabad, J.L. No.25, Pargana-Khaspur, Touzi No.56, comprised in C.S. Dag No.102 corresponding to R.S. & L.R. Dag No.191, appertaining to C.S. Khatian No.5 & 6 corresponding to R.S. Khatian No.131, having its L.R. Khatian No.1679, 1680 & 1681, under P.S. formerly Tollygunge then Kasba thereafter Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24-Parganas more fully described in the Schedule hereunder written, unto and in favour of the Vendorss herein.

**AND WHEREAS** by another Deed of Sale, dated 05.10.2021 registered at Dist. Sub-Registrar-III at Alipore and recorded in Book No.I, Volume No.1603-2021, page from 250659 to 250705, Deed No.160309170, for the year 2021, the said the said Sri Bijoy Kumar Das, Sri Manindr Kumar Das and Sri Dharendra Kumar Das sold, transferred and conveyed a plot of the said land measuring 2 Cottah 8 Chittak 33 sq.ft. be the same a little more or less, being Scheme Plot No.C together with 100 sq.ft. tile shed structure standing thereon of KMC Premises No.2128, Nayabad, vide Assessee No.31-109-08-2128-7, Kolkata-700094, situated at Mouza- Nayabad, J.L. No.25, Pargana-Khaspur, Touzi No.56, comprised in C.S. Dag No.102 corresponding to R.S. & L.R. Dag No.191, appertaining to C.S. Khatian No.5 & 6 corresponding to R.S. Khatian No.131, having its L.R. Khatian No.1679, 1680 & 1681, under P.S. formerly Tollygunge then Kasba thereafter Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24-Parganas more fully described in the Schedule hereunder written, unto and in favour of the Vendorss herein.

**AND WHEREAS** by another Deed of Sale, dated 05.10.2021 registered at Dist. Sub-Registrar-III at Alipore and recorded in Book No.I, Volume No.1603-2021, page from 250506 to 250552, Deed No.160309171, for the year 2021, the said the said Sri Bijoy Kumar Das, Sri Manindr Kumar Das and Sri Dharendra Kumar Das sold, transferred and conveyed a plot of the said land measuring 2 Cottah 8 Chittak 33 sq.ft. be the same a little more or less, being Scheme Plot No.A together with 100 sq.ft. tile shed structure standing thereon of KMC Premises No.2127, Nayabad, vide Assessee No.31-109-08-2127-5, Kolkata-700094, situated at Mouza- Nayabad, J.L. No.25, Pargana-Khaspur, Touzi No.56, comprised in C.S. Dag No.102 corresponding to R.S. & L.R. Dag No.191, appertaining to C.S. Khatian No.5 & 6 corresponding to R.S. Khatian No.131, having its L.R. Khatian No.1679, 1680 & 1681, under P.S. formerly Tollygunge then Kasba thereafter Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24-Parganas more fully described in the Schedule hereunder written, unto and in favour of the Vendorss herein.

**AND WHEREAS** after such purchase, the Vendorss herein became the owner of aforesaid three adjoining plot of land altogether measuring **7 Cottah 10 Chittak 10 sq.ft.** be the same a little more or less and mutated their names in the office of the Kolkata Municipal Corporation in respect of the said two KMC Premises into a single KMC Premises No.2127, Nayabad, Assessee No.31-109-08-2127-5, Kolkata-700094, upon payment of rates and taxes thereto and also recorded their names in the office of the B.L. & L.R.O and the said land is recorded as L.R. Dag No.191 under L.R. Khatian No.2726, 2727, 2728, in their names in the recent published L.R. Settlement records of rights as the absolute owner thereof and got the conversion of the nature of land from beet to Bohutal Abasan, from the D.L. & L.R.O, South 24-Parganas, vide Memo Nos. 51A/911-913/10094, 51A/911-913/10095 and 51A/911-913/10096, all dated 21.09.2022.

**AND WHEREAS** thus the Vendors herein became the owner of the total land measuring **7 Cottah 10 Chittak 10 sq.ft.** be the same a little more or less, together with structure standing thereon, having unfettered right, title and interest thereto and free from all encumbrances.

**AND WHEREAS** the Vendors herein has already completed the construction of the proposed G+4 storied building at the said land and premises as described in the First Schedule below as per the said sanctioned building plan vide Building Permit No.2023120419, dated 28.12.2023 and provided all civic facilities and amenities in the said building.

**AND WHEREAS** since purchase, the Vendors herein are in peaceful and uninterrupted possession of the said land with G+IV storied building with all facilities and amenities attached thereto, having unfettered right, title and interest thereto and free from all encumbrances.

**AND WHEREAS** the Vendors herein declared for absolute sale under Ownership Apartment system, the flat and spaces and the Purchaser herein being satisfied with right, title and interest in the said property, proposed to purchase one self contained flat, being **Flat No....** situated on the ..... **Floor** ..... side of the said building measuring **carpet area** of the Flat including balcony measuring ..... (.....) **Sq.ft.** corresponding to **built up area** measuring ..... (.....) **Sq.ft.** corresponding to **saleable area/super built up area** of ..... (.....) **Sq.ft.** consisting of 3(Three) Bed Rooms, 1(One) Living-cum-Dining Room, 1(One) Kitchen, 2(Two) Toilets and 1(One) Balcony together with **one Car Parking Space No....** situated on the **Ground Floor** of the building **measuring an area of 110 (One Hundred Ten) Sq.ft.** of the said G+IV storied building together with right to use and enjoy the common areas and facilities along with undivided proportionate share in the land, free from all encumbrances at a total consideration of **Rs...../- (Rupees**

.....) only and the Vendors herein agreed to sell the said flat & car parking space as mentioned in the Second Schedule at the said consideration money to the Purchaser by executing an Agreement for sale, dated .....

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of **Rs...../-** (Rupees ..... only, being the full consideration money of the said flat & car parking space, well and truly paid by the Purchaser to the Vendors, on or before the execution of this deed, (the receipt whereof, the Vendors do hereby admit and acknowledge the same as per memo of consideration hereunder written and of and from the payment of the same, the Vendors do hereby acquit, release and forever discharge the Purchaser and the said flat & car parking space with undivided proportionate share in the land and the common areas hereby sold) the Vendors do hereby grant, transfer, convey, sell, assign and assure unto the Purchaser ALL THAT undivided proportionate share in the land attributable to the said flat, situated at and being Municipal **Premises No.2127, Nayabad, Kolkata-700094**,under P.S. now **Pancha Sayar**, within the limits of the Kolkata Municipal Corporation, **Ward No.109**, Sub-Registry/A.D.S.R. office at Sealdah, in the District South 24-Parganas,more fully described in the First Schedule hereunder written, together with the said self contained completed flat, being **Flat No....** situated on the ..... **Floor** ..... **side** of the said building measuring **carpet area** of the Flat including balcony measuring ..... (.....) **Sq.ft.** corresponding to **built up area** measuring ..... (.....) **Sq.ft.** corresponding to **saleable area/super built up area** of ..... (.....) **Sq.ft.** consisting of 3(Three) Bed Rooms, 1(One) Living-cum-Dining Room, 1(One) Kitchen, 2(Two) Toilets and 1(One) Balcony together with **one Car Parking Space No....** situated on the **Ground Floor** of the building **measuring an area of 110 (One Hundred Ten) Sq. ft.** more or less of the said building more fully described in the second Schedule hereunder written, **TOGETHER WITH** all the rights, appurtenances thereto and all easements, quasi-easements and

other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat & car parking space with right to use the staircase, electrical installations, common areas, lobbies roof landing pump space, septic tank, open side space, passage, main gate, boundary wall, and other privileges etc. of the said building and other common areas in common with the Owner and occupiers of the other flats of the said building for the purpose of uninterrupted access to and from the main Municipal road or otherwise fully described in the Third Schedule hereunder written, belonging to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof AND all the estate, right, title, interest, claim, and demand whatsoever both at law and in equity of the Vendors into or upon the said flat & car parking space and undivided proportionate share in the said land and every part thereof **TO HAVE AND TO HOLD** the said undivided proportionate share in the land and the said flat & car parking space so to be unto and to the Purchaser absolutely and forever free from all encumbrances.

**THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER** as follows:-

1. The interest which the Vendors does hereby profess to transfer subsist and that the Vendors have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell the said undivided proportionate share in the land and the said flat & car parking space hereby granted, conveyed, transferred and sold unto the Purchaser in the manner aforesaid flat.
2. It shall be lawful for the Purchaser from time to time and at all times hereafter to enter, upon, hold, possess and enjoy the said undivided proportionate share in the land and the flat and Car Parking Space with right to sell, transfer or otherwise alienate the same and pay the rents to the District Collector, South 24-Parganas and taxes to the Kolkata Municipal Corporation, upon getting his name mutated in the records of the

said authorities and receive the rents, issues and profits thereof without any interruption, disturbances, claims or demands whatsoever for or by the Vendors or any person or persons claiming through under or in trust for the Vendors or any of their predecessor-in-title acquitted, exonerated, discharged, saved, harmless and keep the Purchaser indemnified from or against all charges, encumbrances, made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

3. The undivided proportionate share in the land together with constructed flat & car parking space hereby transferred and conveyed are freed and discharged from and against all sorts of encumbrances, trusts, liens, and attachments whatsoever. There is no case, suits or proceeding pending before any court of law and the Vendors sold the said flat & car parking space while having good and marketable title therein.

4. The Vendors shall from time to time and at all times hereafter upon every reasonable request and cost of the Purchaser make do acknowledge, execute and perfect all such further lawful and reasonable act, deeds and things whatsoever for further better and more perfectly assuring and conveying the said undivided share in the land and the flat & car parking space hereby sold unto the Purchaser in the manner aforesaid.

5. The Vendors shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and cost of the Purchaser produce or cause to be produced to the Purchaser their agents and attorney or any trial hearing commission, examination or otherwise as writing and also shall at the like request and cost deliver or cause to be delivered to the Purchaser such attested writing or any of them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and uncancelled.

**THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNER** as follows:-

1. That the Purchaser shall pay the proportionate share of Municipal taxes or like taxes under any law, which may be assessed on the entire building, so long as the said flat & car parking space sold to the Purchaser shall not be separately mutated.
2. The Purchaser shall pay the proportionate cost and expenses for maintaining repairing, renovating of the said building and replacement of any fixtures, fittings, components or accessories of the building for white washing or painting of the outer portion of the building etc. more fully mentioned in the Fourth Schedule hereunder written.
3. The Purchaser shall pay the electric charges for consumption of the electricity in his flat proportionately unless the separate electric meter is granted in their name by the Electric Supply authority.
4. The Purchaser shall use the said flat & car parking space sold to him solely for residential purpose and for no other purpose.
5. The Purchaser shall not make or cause to be made any annoyance or disturbance to the Owners and occupiers of the other flats of the said building.
6. The Purchaser shall not store any inflammable or combustible obnoxious and/or objectionable goods or materials other than L.P.G. or kerosene oil for domestic purpose in the said flat sold to them or any part thereof.
7. The Purchaser shall not throw or permit to be thrown dirt, debris, rage or other refuse in the compound, corridor, premises or any other portion outside the said flat.
8. The Purchaser shall keep the said flat & car parking space sold to him and its walls and partition walls, sewers, drains, pipes and appurtenances thereof in good repair and conditions and in particularly as to support, shelter and lateral part of the building.
9. The Purchaser shall become the member of the Association/ Society of the Owner, which may be formed and also do all such acts and things necessary for making such Association/Society for protection management and maintenance of the said building.

10. The Purchaser shall observe, perform, and comply with all the rules and regulations made from time to time for protection, maintenance and management of the said building and also the rules and municipal bye laws.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**[THE PREMISES]**

**ALL THAT** piece and parcel of homestead land measuring **7 Cottah 10 Chittak 10 sq.ft.** be the same a little more or less together with newly constructed G+IV storied building named '**MONI HERITAGE**' **Phase-1**', situated at Mouza-Nayabad, J.L. No.25, Pargana-Khaspur, Touzi No.56, comprised in C.S. Dag No.102 corresponding to R.S. & L.R. Dag No.191, appertaining to C.S. Khatian No.5 & 6 corresponding to R.S. Khatian No.131, having its L.R. Khatian No.2726, 2727, 2728 (old L.R. Khatian No.1679, 1680 & 1681), being **KMC Premises No.2127, Nayabad**, Assessee No.31-109-08-2127-5, **Kolkata-700094**, under P.S. formerly Tollygunge then Kasba thereafter Purba Jadavpur now Panchasayar, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.109, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas now South 24-Parganas, being butted and bounded as follows:-

- On the North** : 30'ft. wide K.M.C. Road,
- On the South** : 40'ft. wide K.M.C. Road,
- On the East** : 20'ft. wide K.M.C. Road,
- On the West** : Scheme Plot No.17 & 47,

## **THE SECOND SCHEDULE ABOVE REFERRED TO**

### **[The FLAT and CAR PARKING SPACE]**

**ALL THAT** piece and parcel of one self contained residential flat, being **Flat No....** situated on the ..... **Floor** ..... **side** of the said building measuring **carpet area** of the Flat including balcony measuring ..... (.....) **Sq. ft.** corresponding to **built up area** measuring ..... (.....) **Sq.ft.** corresponding to **saleable area/super built up area** of ..... (.....) **Sq.ft.** consisting of 3(Three) Bed Rooms, 1(One) Living-cum-Dining Room, 1(One) Kitchen, 2(Two) Toilets and 1(One) Balcony together with **one Car Parking Space No.....** situated on the **Ground Floor** of the building **measuring an area of 110 (One Hundred Ten) Sq. ft.** more or less of the said G+IV storied building named '**MONI HERITAGE**' **Phase-1**', together with the proportionate undivided share of the land situated at and being **KMC Premises No.2127, Nayabad, Kolkata-700094**, under **P.S. formerly Purba Jadavpur now Pancha Sayar**, within the limits of the Kolkata Municipal Corporation, **Ward No.109**, within the limits of Kolkata Municipal Corporation along with right to use common areas and facilities together with the undivided imitable and variable share in First Schedule land and the said flat and car parking space clearly delineated in the map or plan annexed hereto and depicted with RED border line therein.

## **THIRD SCHEDULE ABOVE REFERRED TO**

Common areas and portions in this deed shall include:-

1. The Foundation, columns, girders, beams supports, main walls, corridors, lobbies, staircase, landing, side space, entrance, Lift Well, exit and roof of the building.
2. The installation of common service such as power, light, water, drainage and boundary wall etc.

3. The underground and overhead water tank, septic tank, water, Lift Machine, pump motor, water pipes and tap water connection, electrical equipment, apparatus and installation, existing for common use.
4. All other common parts of the property necessary or convenient to its existence, maintenance for common use.
5. The Purchase of **Flat No....** of said premises be responsible for the maintenance of the common portion including power backup of the said premises only and that the Purchaser of the **Flat No....** of the said premises shall under no circumstances in future be asked to pay for any extension, construction, maintenance whatsoever in any adjacent plants outside the jurisdiction and boundary of the said premises.
6. That the Purchasers herein shall observe and abide by that the building at K.M.C. premises No.2127, Nayabad and the building at K.M.C. Premises No.2122, Nayabad, which are situated in adjacent to each other and shall be treated as one compound or block and accordingly the boundary wall erected by the Developer of the said two premises and/or building as one compound or block and any internal boundary wall shall never be erected for separating the above two building or premises and the Purchasers herein and any of the co-owner of the above mentioned two premises or buildings shall never covered or block the common spaces situated between the said two premises or buildings and also middle passage of two buildings and it shall be remain opened and to be used as common by all the owners and occupiers of the both premises and/or buildings.
7. It is also noted here that the community hall has been erected in the premises No.2127, Nayabad and such community hall shall be used and maintained as common by all the occupiers and owners of both the premises and buildings, which is butted and bounded by one boundary wall and shall be treated as one unit and one Generator / Power Breakup is installed in the Premises No.2122, Nayabad and all the

occupiers and owners of both the premises and buildings shall use the said Generator/Power Breakup for the residential purpose, as and when necessary.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
**[COMMON EXPENSES]**

Common expenses to be paid proportionately by the Purchaser on taking possession or registration of the said flat as follows:-

1. The expenses for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, sanitary pipes, electric pipes, wires and installations in under or upon the said building and enjoyed or used by the Purchaser hereto in common with other Owner and occupiers of the said building.
2. The cost of the cleaning and lighting the passage, landing, staircase and other parts and portions of the building and enjoyed or used by the Purchaser hereto in common as aforesaid .
3. The cost of decorating the exterior of the building.
4. The cost of salaries of sweepers, caretaker etc.
5. The cost of working and maintenance of Lift Machine, pump motor, tap water equipments, light and service charges.
6. Capital or recurring expenditure for replacement of all or any item comprised in the General common parts and portions and common facilities.

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

**SIGNED & DELIVERED**

In presence of:-

1.

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**VENDORS**

2.

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**PURCHASER**

Drafted by:-

Advocate,  
Alipore police Court,  
Kolkata-700027.

**MEMO OF CONSIDERATION**

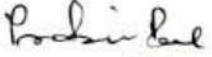
**RECEIVED** from the within named Purchaser the within mentioned sum of **Rs...../-** (Rupees .....only) only being the full consideration money of the said flat & car parking space, paid by the Purchaser in the following manner:-

<b>DATE</b>	<b>CHEQUE NO.</b>	<b>BANK</b>	<b>AMOUNT(RS)</b>
Total (Rupees .....only)			<b>Rs..... /-</b>

**WITNESSES:-**

1.

Omendriya Promoters & Developers Pvt. Ltd.

  
Prashant Patel  
Director

**DEVELOPERS**

2.