

THIS INDENTURE made thisday ofTwo Thousand
Twenty Two **BETWEEN LIFE INSURANCE CORPORATION OF INDIA**,
[PAN No. **AAACLO582H**] a body corporate constituted under the Life
Insurance Corporation Act., 1956 (Act No. XXXI of 1956) having its
Central Office at **“YOGAKSHEMA”**, Jeevan Bima Marg, Mumbai –400
021, P.O. New Yogashema, P.S. Marine Drive and its Eastern Zonal
Office at Hindusthan Building at No. 4, Chittaranjan Avenue, Kolkata
700 072, P.O. Princep Street, P.S. Bowbazar being represented by its
Chief Engineer,son ofBy faith
Hindu, by occupation Service, working for gain at No. 4, Chittaranjan
Avenue, Kolkata – 700 072, P.O. Princep Street, P.S. Bowbazar, herein
after referred to as the **VENDOR** (which expression

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shall, unless otherwise excluded by or repugnant to the context hereof be deemed to mean and include its successors in office and assigns) of the **ONE PART AND[PAN No.....] Son/daughter of.....** by faith Hindu, by occupation, residing at **PURCHASERS** (which expression shall unless otherwise excluded by or repugnant to the context hereof be deemed to mean and include his/her heirs, successors, legal representatives and assigns) of the **OTHER PART.**

WHEREAS

1. At all material times the General Electric Company Limited was solely and absolutely seized and possessed of land/or otherwise well and sufficiently entitled to ALL THAT the land measuring 4 Bigha 10 Kattha 12 Chittack more or less within the Municipal Limit of the town at Calcutta on the Northern Side of Shahpur road in mouza- Shahpur, P.S. and registration Office at Alipore, Dist, 24 Parganas (hereinafter referred to as the said captiond land) free from all encumbrances, charges, attachment etc.

2 By and under a registered Deed of Conveyance dated 4th October 1939 and registered in the Office of the District Sub-Registrar at Alipore in Book No.1 Volume No. 81 pages 202 to 205 being Deed No. 3534 for the year 1939, the General Electric Company Limited did thereby for the valuable consideration mentioned therein sell, transfer, convey and assign for ever and absolutely unto and in favour of Hindustan Co-operative Insurance Society Limited ALL THAT the said captioned land free from all encumbrances charges attachments etc. and since such purchase the said Hindusthan Co-operative Insurance Society Limited was enjoying and occupying the said captioned land and subsequently the certain portion of the said captioned land were taken over and acquired for the purpose of laying out the roads and the construction of over brige now known as Durgapur Brige and after such acquisition the

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area of the said captioned land reduced to 2 bigha 4 Khatta 11 Chittak 37 Sqft more or less now numbered as K.M.C. premises no. 5, Brahma Bandhab Upadhyay Sarani within Kolkata Municipal Corporation, P.S. New Alipore, Kolkata- 700 053 in the district of South 24 Parganas.

3 In terms of Section 7 read with section 3 of Life Insurance Corporation Act, 1956 (Act XXXI of 1956) all assets and Liabilities including the aforesaid property of the said Hindusthan Co-operative Insurance Society Limited stood transferred to and vested in Life Insurance Corporation of India by operation of law and thus the Life Insurance Corporation of India the vendor herein has become the absolute owner of the said premises no. 5, Brahma Bandhab Upadhyay Sarani, Kolkata – 700 053.

4 The Life Insurance Corporation of India is an Instrumentality of the state within the meaning of Article 12 of the constitution of India and a corporation created by an Act of the parliament of India being the Life Insurance Corporation Act, 1953 (Act XXXI of 1956).

5. Life Insurance Corporation of India having had mutated it's name in record of Kolkata Municipal Corporation as owner thereof has got Drawings for the building Comprising of several flats in four types of Flats duly sanctioned by Kolkata Municipal Corporation vide its Building permit No. 062, Borough-X dated 30/06/2008 and subsequently the said plan has revalidated on 11/09/2013 w.e.f. 30/06/2013.

6. Pursuant to the aforesaid sanctioned drawings the VENDOR herein namely Life Insurance Corporation of India has constructed four types of flats with servant room being Type No. A, B, C and D each comprising of a G+13 storied building consisting of several flats with servant room different areas for residential purposes.

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7. By way of advertisement, the Vendor herein namely Life Insurance Corporation of India made known its intention for selling ready flats in New Alipore under Policy Holders' Housing Scheme of Life Insurance Corporation of India as "Jeevan Niketan", M Block, Kolkata.

8. Information Brochure cum Application Form for allotment of Flats inclusive of servant room built at the said Premises no. 5, Brahma Bandhab Upadhyay Sarani, P.S. New Alipore, Kolkata – 700 053 issued by Life Insurance Corporation of India, Eastern Zonal Office, Kolkata in Policy Holders' Housing Scheme, were made available to the intending buyers of the flats amongst the eligible buyers therefore as per conditions mentioned in the said Advertisement and Brochure.

9. The Purchaser herein has been selected for allotment of the flat being Flat no. on the Floor measuring Sq.ft (Saleable area of the flat including proportionate area of common facilities like staircase, lift, common lobby, passages etc.) as more fully and particularly described in the Schedule "B" hereunder written of the said multistoried building/erected and constructed on the portion of the land as more fully and particularly described in the Schedule-A hereunder written at and for a proposed sale price of Rs. (Rupees. only) of the said Flat.

10. The Vendor herein namely Life Insurance Corporation of India has agreed to sell, transfer and convey and the Purchaser has agreed to purchase **ON AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND NOT COMPLAINT BASIS.** ALL THAT the flat being the Flat no. measuring Sq.ft (Saleable area of the flat including proportionate area of common facilities like staircase, lift, common lobby, passages etc.) on the third floor of the said new multistoried building/ as more fully and particularly described in the Schedule "B" hereunder written (hereinafter referred to as the said flat) together with the undivided proportionate share in the land as more fully and particularly described in the Schedule-A hereunder written at and for a total consideration of Rs. (Rupees only) on the terms and condition mentioned hereunder.

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. (Rupees only), truly paid by the Purchaser herein to the Vendor herein in the manner recorded in the Memo of Consideration hereunder written (the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof doth hereby releases and forever discharges the Purchaser and the said flat) the said Vendor doth hereby sell, grants, transfers, conveys and assure unto the Purchaser **ALL THAT** the said flat with servant room as more fully and particularly described in the **SCHEDULE "B"** hereunder written **TOGETHER WITH** right to use and enjoy in common with the owners/occupiers of the other parts of the **SCHEDULE "A"** properly hereunder written and common parts, areas and facilities whatsoever available to the building and other pathways of the said Premises which are more fully and particularly described in the **SCHEDULE "C"** hereunder written **AND TO HAVE AND TO HOLD** the said flat as more fully and particularly described in the **SCHEDULE "B"** hereunder written AND to use and enjoy the common parts, areas and facilities whatsoever as described in the **SCHEDULE "C"** hereunder written **SUBJECT TO** the terms and conditions contained in the Schedule "D" hereunder written, absolutely, forever and with right to inheritance thereon, free from all encumbrances and the Vendor doth hereby covenant and agree with the Purchaser **THAT** notwithstanding any act or thing by the said Vendor done or executed or knowingly suffered to the contrary the said Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat as fully described in the schedule "B" hereunder written hereby sold, granted, conveyed or expressed to be so and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition, use, trust or other things whatsoever as aforesaid.

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AND THAT the said Vendor has good right, full power and absolute authority to sell, convey, transfer and assure of the said flat hereby sold, transferred, granted and expressed so to be and to the use of the purchaser in the manner aforesaid, but only after 03 (Three) years from the date of registration of flat.

AND THAT the purchaser has taken inspection of all the documents of title relating to the said flat and the premises and has fully satisfied him/herself. **AND THAT** the purchaser as absolute owner by making full payment of price, shall and will at all times hereinafter peaceably and quietly subject **NEVERTHELESS** to the provisions herein contained hold, possess and enjoy the said flat and every part thereof without any interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any estate or interest as aforesaid on the said flat or any part thereof. **AND THAT** the said flat hereby sold as mentioned in the **SCHEDULE "B"** hereunder written or any part or portion thereof or any interest therein have or has not vested in and /or are or is not acquired by the Kolkata Metropolitan Development Authority, Kolkata Improvement Trust or any public body, and the State of West Bengal under Estate Acquisition Act, 1953 or statutory modification thereof or any other law for the time being in force.

AND THAT the Vendor hereby covenant with the Purchaser that the said flat with servant room on the floor of the building herein conveyed and transferred is measuring Sq.ft. (Saleable area of the flat including proportionate area of common facilities like staircase , lift, common lobby, passages etc.) in areas as per Plan or Drawing which the Purchaser accepts and has satisfied himself as true and actual. **AND THAT** the Vendor doth hereby covenant with the Purchaser that the Vendor have not done or executed any act, thing or deed whereby it is prevented from transferring and conveying the said flat hereby transferred free from all encumbrances i.e, attachments, liens,

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impence, charges, mortgages whereby or by means whereof the said flat hereby transferred or any part thereof may be encumbered or impeached in title estate or otherwise.

**SCHEDULE "A" ABOVE REFERRED TO
(THE ENTIRE PROPERTY)**

ALL THAT piece and parcel of land measuring 2 Bigha 4 Kattah 11 Chittak 37 Sq.ft. more or less together with a G + 13 storied building known as "Jeevan Niketan" thereon consisting of several types of flats therein situate and lying at and being Premises no. 5, Brahma Bandhab Upadhyay Sarani within Kolkata Municipal Corporation, Assessee No. 110-81-15-0017-3, P.S. New Lipore, Kolkata – 700 053 under the Policy Holders' Housing Scheme of Life Insurance Corporation of India and the said entire premises is butted and bounded as follows :

ON THE NORTH	:	By New Alipore K.M.C. Market
ON THE SOUTH	:	By New Alipore Police Station
ON THE EAST	:	By KMC Road
ON THE WEST	:	By Durgapur Bridge

**SCHEDULE "B" ABOVE REFERRED TO
(THE SAID PROPERTY HEREBY SOLD)**

ALL THAT the proportionate undivided indivisible share in the land underneath the building as described in schedule-A above together with the flat being Flat no. measuring **Sq.ft.** (Super Built up Area i.e. Saleable area of the flat including proportionate area of common facilities like staircase, lift, common lobby, passages etc.) more or less, Type "A" on the third floor of the building consisting of Three Bed Rooms, One Living Cum Dining Room, One Kitchen, Two Toilets and One W.C. and two Balconies along with servant Room as delineated in Red ink of the **PLAN** annexed hereto together with the right to use in common with others the common area and facilities of the said new building as described in Scheduled –

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“C” hereunder written situate and lying at and being K.M.C. Premises No. 5 Brahma Bandhab Upadhayay Sarani, P.S. New Alipore, Kolkata 700 053.

**SCHEDULE “C” ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON AREAS, PATHS FIXTURES AND
FURNITURE ETC.)**

1. The common passages proportional, undivided indivisible and demarcated share/interest in the land underneath the Building within the premises, and vacant and appurtenant land threto.
2. The landing to the staircase and the staircase of the said building.
3. The overhead tank on the roof and underground water reservoir of the said building.
4. The pump room and the pump set for drawing water to the overhead tank.
5. The common wiring lines.
6. The terrace of the said building with right to fix aerals, antenna.
7. Right to install separate electric meter.
8. Right to the main entrance of the premises and the building
9. Right to easement of laying electric cable, telephones, sewerage, water connection either underground or overhead the common areas.
10. The foundations, columns, graders, beams, supports, main walls, roofs and entrance and exists of the main building.
11. Pumps, motors and in general all installations, existing or to be installed for general use.
12. All other parts of the property necessary or convenient to its existing, maintenance and safety or normally in common use.
13. Columns, pillars, Beams, main walls, main entrance, staircase from ground floor to the roof top of the Building, landings, meter and pump room, motor and pump court yard, and under ground reservoir and access thereon respectively.

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14. Drainage, sewerage lines, plumbing, underground and overhead water reservoirs, all water supply lines from the underground and overhead water reservoir.
15. Electric meter space, electrical Installations, /Electrical wiring and other fittings installed in the maintenance and passage for such maintenance at other parts of the common areas and access thereto for its maintenance and repairs.
16. Thirty one (31) stilt parking & twenty one (21) open parking facilities are available, which shall be allocated by the Association to be formed by the allottees, by rotation from open to stilt parking on yearly basis. However LIC of India shall not be a partly or liable in any manner to any disputes whatsoever that may arise in the process of allotment of parking spaces to the flat owners by the said Association.

SCHEDULE “D”

(Description of the Terms & Conditions)

1. The land, buildings and appurtenances are to be used only for residential purposes.
2. That flats has been sold on “as is where is as is what is, whatever there is and not complaint basis and the purchaser has inspected and satisfied himself /herself” about the same. At the time of taking possession of the flat, the purchaser shall execute an undertaking on stamp paper of Rs. 100/- or of appropriate value stating therein that at the time of taking possession, the flat is complete in all respects free from any defects whatsoever and the purchaser is satisfied with the quality of construction, fixtures and fittings, electrical installation etc.
3. The Vendor owes no responsibility for any damage to the flat or any part thereof. Any addition of alteration to the flat after possession is

taken over will be at the Purchaser's risk and responsibility and creation of addition of R.C.C. structure demolition of R.C.C. structure and changing in elevation is strictly prohibited.

4. The Purchasers, immediately after taking possession of the flats shall contact with the present Housing Co-operative Society/Flat owners' Association in the aforesaid premises and comply with the rules & byelaws and regulations of Co-operative Societies/Flat owners' Association applicable in the state.
5. The responsibility for maintenance of the building including roads, sewerage, water supply security and street lighting, fire fighting installation (Wet riser) etc. shall be of the individual purchasers or of Consortium/Association or Society as already formed by the purchasers. The monthly maintenance charges of the flat will be paid by the purchaser directly to the Association or Society as already formed by the purchasers.
6. The Purchaser herein as an absolute owner shall hold, use and enjoy the said flat as more fully particularly described in the **SCHEDULE "B"** above.
7. Common areas and facilities mentioned in the Schedule "C" above shall at all times be held used and enjoyed by the Purchaser and the owner and/or occupiers of the building who have acquired by Purchase or otherwise in common amongst themselves and the Purchaser herein shall not be entitled to make partition or division thereof or claim or have any exclusive right to any portion thereof and also he/she shall be bound to pay common maintenance charges as per proportionate share.
8. The Purchaser shall have the right to make the said flat separately assessed in the office of the Kolkata Municipal Corporation and in other office or office and to pay rate and taxes directly to the Kolkata Municipal Corporation in respect of the said property after

9. being separately assessed and/or apportioned. And the Vendor will have no responsibility to pay taxes and impositions from after the dated of Sale of the said flat.
10. The Purchaser as an absolute owner shall at all times be entitled to let out transfer by way of sale, mortgage, gift, lease or otherwise deal with or dispose of the said flat as described in the SCHEDULE "B" above or any portion thereof. Only after 06 (Six) months from the date of registration of the flat to any other person or persons whomsoever without the consent of the Vendors or the other flat owners of the said building who may have acquired before and/ or after may acquire any right, title and interest by purchase or otherwise.
11. The land as more fully and particularly described in the **SCHEDULE "A"** above and common areas and facilities as described in the **SCHEDULE "C"** above shall at all times remain undivided and/or joint and shall not be separated and for partitioned and the Purchaser herein shall not be entitled to apply for and/or claim partition of the said land.
12. The Purchaser shall at all times be entitled to get telephone, separate electric meter, telex fix up antenna at the roof of the building and the Vendor or any flat owners or occupiers of the building or portion thereof Shall have no right to raise objection for the same and the Purchaser shall also be entitled to other public utility service in the said premises in his/her name.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed there respective had and seal the day month and the year first above written.

SIGNED AND DELIVERED by the
Vendor herein at Kolkata in the
Presence of :

1.

2.

SIGNED, SEALED AND DELIVERED by
The PURCHAER at Kolkata in the
Presence of :-

1.

2.

Prepared as per approved Draft
Of the Vendor herein :

Advocate

Received of and from the Purchaser the Within-mentioned sum of Total
Rs. (Rupees only) being the full and final
payment of the consideration money as per memo below;

MEMO OF CONSIDERATION

Date	Mode of Payment	Amount (In Rs.)
	TDS (To be deposited by purchaser)	
Total Rs.		

(Rupees only)

WITNESSES :

1

2

SIGNATURE OF THE VENDOR