

DEED OF SALE

THIS DEED OF CONVEYANCE is made this day
of , **2023** (Two Thousand Twenty Three) A. D.

B E T W E E N

(1) **SRI SHIBAJI NASKAR** (Pan No. BGUPN9339J) (Aadhaar No. 8890 2279 4216) son of Late Kamal Krishna Naskar, by faith - Hindu, by occupation - Business, Nationality - Indian, residing at Brijji Purba Para, P.O. - Garia, P.S. - Patuli, Koljata - 700084, Distirct - South 24 Parganas, AND (2) **SMT. SABITA MONDAL** (Pan No. DQMPM1448H) (Aadhaar No. 5399 4417 4942) daughter of Late Kamal Krishna Naskar, by faith - Hindu, by occupation - House wife, Nationality - Indian, residing at 235, Brijji Road, Purba Para, P.O. - Garia, P. S. - Patuli, Koljata - 700084, Distirct - South 24 Parganas, represented by their constituted Attorney by virtue of registered Power of Attorney being No. 190413122/2022 **AMBALIKA HOUSING PVT. LTD.** (Pan No. AAGCA6074M) a company incorporated under company Act 1956 having its office at 1216, Madurdaha, P.O. - Madurdaha, P. S. - Anandapur, Kolkata - 700 107, District - South 24 Parganas, represented by its Director **SRI SACHIN PAIK** (Pan No. AGTPP5512B) (Aadhaar No. 3308 1084 7907) son of Late Bimal Paik, by faith – Hindu, by occupation – Business, Nationality - Indian, residing at 62, Hossenpur, P. S. – Anandapur, P. O. – E.K.T.P, Kolkata – 700 107, district South 24 Parganas hereinafter jointly and collectively called and referred to as the **OWNER/ VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

SRI, (Pan No.) (Aadhaar No.)son of, by faith –, by occupation..... Nationality- Indian, residing at, P. O., P. S. –, Kolkata – in the District of hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to have mean and include his heirs, executors, administrators, legal representatives, and assigns) of the **SECOND PART.**

AND

AMBALIKA HOUSING PVT. LTD., (Pan No. AAGCA6074M) a company incorporated under company Act 1956 having its office at 1216, Madurdaha, P.O. - E.K.T.P, P. S. - Anandapur, Kolkata - 700 107, District - South 24 Parganas, represented by its Director **SRI SACHIN PAIK** (Pan No. AGTPP5512B) (Aadhaar No. 3308 1084 7907) son of Late Bimal Paik, by faith – Hindu, by occupation – Business, Nationality - Indian, residing at 62, Hossenpur, P. S. – Anandapur, P. O. – E.K.T.P, Kolkata – 700 107, district South 24 Parganas herein after called and referred to as the **DEVELOPER / CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, Successor- in- office and assigns) of the **THIRD PART.**

WHEREAS ALL THAT one residential flat, **Being No.** (south east orientation), on the **Floor**, measuring about **sqft.** More or less, consisting of (.....) bed room, 1(one) dining cum drawing room, 1 (one) kitchen,(.....) toilet, (.....) verandah and (.....) car parking space being no....., measuring about 120 sq.ft. (approx) at the ground of the said G+4 storied building together with the proportionate undivided share of the land situated at and being Holding No.135, Brijji Road, Kolkata-700084 under P.S. Patuli, within the limits of the Kolkata Municipal Corporation, Ward No. 110, in the District of South 24-Parganas, along with right to use common areas and facilities together with the undivided impartible and variable share in the land below the underneath in the said building whereupon the said building are situated along with common areas, rights, facilities and amenities as available in the said building as well as in the said premises lying and situated at Mouza - Brijji, J. L. No. 27, R. S. No. - 1,

Touzi No. 1344/2862 comprised in L.R. Dag No. 742, L. R. Khatian No. 686 and 687, corresponding to R. S. Dag No. 742, under R. S. Khatian No. 365 under Police Station - Patuli (previously Jadavpur), within the limit of the Kolkata Municipal Corporation, Ward No. 110, (Assessee No. 311100403953) K.MC. Premises No. 135, Briji Road, Kolkata - 700084, in the District of South 24 Parganas and the said premises commonly known as "**AMBALIKA METRO PROJECT**" is the subject matter of the is Deed called and referred to as the "**SAID FLAT**" more fully and particularly mentioned and described in the **Second Schedule** hereunder written and the said property delineated by **RED VERGE** Border line in the annexed Map or Plan at for a total consideration of **Rs.....- (Rupees**) **only.**

AND WHEREAS One Kamal Krishna Naskar father of the Vendors herein was the recorded owner sized possessed and well sufficiently entitled to **All That** piece and parcel of land measuring about 41 decimals be the same a little more or less lying and situated at Mouza - Briji, J. L. No. 27, Touzi No. 1344/2862, R. S. No.1, compised in R. S. Dag No. 742, corresponding to R. S. Khatian No. 365 under L. R. Dag No. 742, L.R. Khatian No. 686 and 687 under P. S. – Patuli (previously Jadavpur) , within the limit of the Kolkata Municipal Corporation, Ward No. 110, in the District of South 24 Parganas more fully and particularly described in the First Schedule herein after written and herein after called and referred to as the "**SAID PREMISES**".

AND WHEREAS while in peaceful possession and enjoyment of the said premises the Owner Kamal Krishna Naskar died intestate on 05. 08. 1972 living behind him wife Beraj Naskar, and his only son Shibiji Naskar and his only married daughter Smt. Sabita Mondal as his sole legal heirs and representatives of the his left property and the said heirs/ Owner jointly enjoying and possessing the said premises and entitle to get $\frac{1}{3}$ rd. share of the property.

AND WHEREAS one of the heir/owner said Beraj Naskar mother of the Vendors died intestate on 16. 06. 1984 leaving behind her only son Sri Shibiji Naskar and her only married daughter Smt. Sabita Mondal as her sole legal heirs and representatives of the her left share of property.

AND WHEREAS bu virtue of a registered Deed of Gift made on 09. 08. 2017 therein said Smt. Sabita Mondal, Vendor No.2, gifted transferred assigned and assured **ALL THAT** piece and parcel of land measuring about 6 Cottahs 4 Chittaks be the same a little more or less out of her total share of land lying and situated at Mouza - Brijji, J. L. No. 27, Touzi No. 1344/2862, R. S. No.1, compised in R. S. Dag No. 742, corresponding to R. S. Khatian No. 365 under L. R. Dag No. 742, L.R. Khatian No. 686 and 687 under P. S. – Patuli (previously Jadavpur) , within the limit of the Kolkata Municipal Corporation, Ward No. 110, in the District of South 24 Parganas unto and in favour of the Vendor No. 1, Sri Shibiji Naskar, and the said Deed was

registered in the office of the A. D. S. R. Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages from 135814 to 138835, being No. 160504998. And after the aforesaid registered Deed of Gift the Vendor No. 1, Sri Shibiji Naskar entitle to get 75.17% of share of area of undivided land out of the 41 decimals and the Vendior No.2, Smt. Sabita Mondal entitled to get 24.83% of share of area of land out of the total are of undivided land 41 decimals.

AND WHEREAS the Owners/ Vendors herein mutated their names as per their share of land in the records of the B. L. & L. R. O. and got the L. R. Khatian No. 686 and 687 and paying regularly the Khaznas for the said land in their respective names without any obstruction.

AND WHEREAS the Owners/ Vendors herein also mutated their names in the assessment records of the Kolkata Municipal Corporation and got the Assessee No. 311100403953 and paid taxes in their names for the said land without any obstruction and the said premises is commonly known as 135, Brijji Road.

AND WHEREAS the Owners/ Vendors herein of the schedule land seized and possessed and well sufficiently entitled to as the joint and absolute owners of the said property is free from all encumbrances, lien, lispensens, attachment and trust whatsoever and howsoever nature.

AND WHEREAS for considerable time the present Owners/ Vendors have been thinking for developing the said property in such manner as may yield them greater advantages together with providing flats Shops Car Parking Space etc. for intending dwellers for their residential or commercial requirements but due to paucity of funds and insufficient knowledge of construction could not materialized the same.

AND WHEREAS coming to know about the intention of the Owners/ Vendors the Developer herein **AMBALIKA HOUSING PVT. LTD.** a company incorporated under company Act 1956 having its office at 1216, Madurdaha, P.O. - E.K.T.P, P. S. - Anandapur, Kolkata - 700 107, District - South 24 Parganas, represented by its Director **SRI SACHIN PAIK** son of Late Bimal Paik, by faith – Hindu, by occupation – Business, Nationality - Indian, residing at 62, Hossenpur, P. S. – Anandapur, P. O. – E.K.T.P, Kolkata – 700 107, district South 24 Parganas approached to the Owners herein with an offer to develop the said property as per the sanction plan as to be obtained from the Kolkata Municipal Corporation or any other competent authority at its cost and expenses and in such a manner as to serve the purpose of the Owners in terms of their requirements and desires.

AND WHEREAS the Developers has been informed about the acceptance of the proposals for developing the said property of the owners by constructing an ownership apartment both

residential and commercial on the said schedule land now measuring about 41 decimals be it a little more or less and have proposed to the Developer herein upon making inspection and search become satisfied to the marketable title of the said land and the Developer has agreed with the proposal of the Owners under certain terms and conditions containing as follows of the said new construction of the building on the said land as per the sanctioned plan and finally the Owners / Vendors entered into **Development Agreement** with the Developer herein with some terms and conditions specially mentioned in the said Development Agreement and the said Development Agreement was registered in the office of the A. R. A.-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Pages from 837827 to 837866 being No. 190413085 for the year 2022.

AND WHEREAS the Owners/ Vendors herein also executed and registered a Development Power of Attorney unto and in favour of the Developer herein to act deed and things on behalf of the Owners and also entered in to an Agreement for Sale with the intending Purchaser and the said Power of Attorney was duly registered at the office of the A . R. A. at Kolkata and recorded in Book No. I, Volume No. 1904-2022, Pages from 838870 to 838889 being No. 190413122 for the year 2022.

AND WHEREAS the Developer herein has already been obtained sanctioned the Building Plan vide Plan **No. 2022110487 dated 17. 03. 2023** from The Kolkata Municipal Corporation for the

said multistoried building for residential and partly commercial purposes upon the aforesaid land containing of several self contained Flats and commercial spaces in the said building, a certain portion of which will proposed to be sold on ownership basis to the intending Purchasers from the Developer allocation by the Developer as per the terms of the said Development Agreement.

AND WHEREAS the Purchaser herein have taken inspection of the conveyances of the land, building plan and all over the instruments and recited therein and the Purchaser is well conversant about the contents of the said instruments and fully satisfied himself as the title of the Vendors of the said Land as well as the Developer and also satisfied with the building plan as obtained from the Kolkata Municipal Corporation.

AND WHEREAS the Purchaser herein being interested to acquire **ONE SELF CONTAINED RESIDENTIAL FLAT,Being No.....** (..... orientation), on the **Floor**, measuring about **sqft.** More or less, consisting of (...) bed room, ...(.....) dining cum drawing room, (.....) kitchen,(.....) toilet, (.....) verandah and (.....) Car parking space being no, measuring about 120 sq.ft. (approx) at the ground, together with the undivided proportionate share in interest of all common areas and facilities and amenities in the said premises along with the impartable proportionate share of right in the land below the underneath in the said building lying and situated at Mouza - Briji, J. L. No. 27, R. S. No. - 1, Touzi No. 1344/2862

comprised in L.R. Dag No. 742, L. R. Khatian No. 686 and 687, corresponding to R. S. Dag No. 742, under R. S. Khatian No. 365 under Police Station - Patuli (previously Jadavpur), within the limit of the Kolkata Municipal Corporation, Ward No. 110, (Assessee No. 311100403953) K.MC. Premises No. 135, Brij Road, Kolkata - 700084, sub registry office -Garia (previously was at Sonarpur) in the District of South 24 Parganas and the said premises commonly known as " AMBALIKA METRO PROJECT" approached to the **Vendor** after being satisfied about the right, title and interest of the Vendor and the Developer in the said property and also examining the building Plan, agreed to purchase the said Flat from the Developer herein and the said Flat more fully described and mentioned in the **Second Schedule** hereinafter written and herein after called and referred to as the **“SAID FLAT AND THE CAR PARKING SPACE ”** together with undivided proportionate share in the land below the underneath in the said building whereupon the said Flat is situated along the common areas and utilities and amenities as available in the said premises at for a total consideration of **Rs...../-** (**Rupees**) **only.**

AND WHEREAS the Vendor hereby declared and confirmed that the aforesaid **Self Contained Residential Flat** mentioned in **Second Schedule** was allotted by the Developer as its part of allocation in term of the said Development Agreement made between the Vendor and the Developer. And the Developer herein declared that they have sale said **Self Contained Residential Flat** , **Being No.....** (south east orientation), on the **Floor**, measuring about **sqft**. More or less, at AMBALIKA METRO PROJECT, consisting of (.....) bed room,(.....) dining cum drawing room, (.....) kitchen,(.....) toilet, (.....) verandah and (.....) car parking

space being no, measuring about 120 sq.ft. (approx) at the ground of the said G+4th storied building particularly mentioned in the **Second Schedule** by the owner/ Vendor to the Purchaser herein.

A. By an Agreement made on Day of, 2023, made between the Vendor/ and the Purchasers therein the Purchasers have agreed to purchase and acquire on ownership basis and to be constructed erected and completed by the Developer of **All That** piece and parcel of **ONE SELF CONTAINED RESIDENTIAL FLAT Being No.....** (south east orientation), on the **Floor**, measuring about **sqft.** More or less, at AMBALIKA METRO PROJECT, consisting of(....) bed room,(.....) dining cum drawing room, (.....) kitchen,(.....) toilet, (.....) verandah and (.....) car parking space being no, measuring about 120 sq.ft. (approx) at the ground of the said G+4th storied building together with the undivided proportionate share in interest of all common areas and facilities and amenities in the said premises along with the impartable proportionate share of right in the land below the underneath in the said building lying and situated Mouza - Brijji, J. L. No. 27, R. S. No. - 1, Touzi No. 1344/2862 comprised in L.R. Dag No. 742, L. R. Khatian No. 686 and 687, corresponding to R. S. Dag No. 742, under R. S. Khatian No. 365 under Police Station - Patuli (previously Jadavpur), within the limit of the Kolkata Municipal Corporation, Ward No. 110, (Assessee No. 311100403953) K.MC. Premises No. 135, Brijji Road, Kolkata - 700084, sub registry office - Garia (previously was at Sonarpur) in the District of South 24 Parganas and the said premises commonly known as " AMBALIKA METRO PROJECT" forming part of the Developer's Allocation (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) and further agreed to nominate the Purchaser herein to acquire the undivided

indivisible proportionate share or interest in the said land comprised in the said premises and attributable to the said **SELF CONTAINED RESIDENTIAL FLAT AND THE CAR PARKING SPACE AND ALSO TOGETHER WITH** the proportionate undivided share or interest in common parts, portions, areas, and facilities and /or amenities comprised in the said building at the said premises **AND ALSO** together with the right to free ingress in and egress out from the said **SELF CONTAINED RESIDENTIAL FLAT** And **THE CAR PARKING SPACE** without any obstruction whatsoever and howsoever nature in common with the other co- owners of the said building at the said premises (more fully and particularly mentioned and described in the **THIRD SCHEDULE**) and hereinafter for the sake of brevity collectively called and referred to as the "**SAID FLAT AND THE CAR PARKING SPACE** " at for a total consideration of **Rs.....** (**Rupees**) **only** and on the terms and conditions more fully and particularly mentioned and recorded in the said Agreement.

B. The Purchasers from time to time made the full payment of the consideration amount to the Vendor/Developer herein of the **SAID FLAT AND THE CAR PARKING SPACE** and part performance thereof has already been put in possession of the **SAID FLAT AND THE CAR PARKING SPACE** .

C. The Purchasers have now approached/ requested the Vendor/Developer to cause to execute and register the Deed of Conveyance and / or transfer by the Vendor/Developer in respect of the **SAID FLAT** AND **THE CAR PARKING SPACE** more fully and particularly mentioned in the **SECOND SCHEDULE** herein after written

together with the undivided indivisible proportionate share or interest in the land comprised in the said premises and attributable to the **SAID FLAT** and also together with the proportionate undivided share and interest in common parts, portions, areas, facilities and/or amenities comprised in the said building constructed at the said premises in term of sale of the **SAID FLAT** AND **THE CAR PARKING SPACE** at and for a total consideration of **Rs.....(Rupees)** only and the **SAID FLAT** AND **THE CAR PARKING SPACE** is free from all encumbrances, charges, liens, lispences, attachments, acquisitions, requisitions and trusts of whatsoever and howsoever nature.

D. The Vendor / Developer at the request of the Purchasers have agreed to execute and registered the Deed of Conveyance/Transfer in favour of the Purchasers herein and have agreed to sell, transfer and convey the same at for a consideration of **Rs..... (Rupees)** only and on the terms and conditions hereinafter appearing.

E. The Vendor/Developer hereby release, relinquish, disclaim and / or disown all its respective rights title and interest whatsoever and howsoever in respect of the **SAID FLAT** AND **THE CAR PARKING SPACE** in the said premises more fully mentioned and described in the **Second Schedule** hereunder written.

NOW THIS INDENTURE WITNESS as follows:

1. **THAT** in pursuance of the said Agreement and in consideration of the said sum of **Rs. (Rupees)** only of the lawful money of the Union of India well and truly paid by the Purchasers to the vendor/Developer at or before the execution and registration of these presence (the receipt whereof the

vendor/Developer doth hereby and also by the receipt hereunder written admitted and acknowledged to have been received) the vendor/Developer doth hereby grant, convey, sell, transfer, assign, assure, acquit release and discharge unto in favour of the Purchasers **FIRSTLY ALL THAT** the undivided impartiable proportionate share and interest in the said land below the underneath in the said building wherein the **SAID FLAT AND THE CAR PARKING SPACE** is situated and comprised in the said premises (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written) and attributable to the **SAID FLAT AND THE CAR PARKING SPACE AND SECONDLY ALL THAT** the **SAID FLAT, Being No.....** (south east orientation), on the **Floor**, measuring about **sqft**. More or less, at AMBALIKA METRO PROJECT, consisting of (.....) bed room,(.....) dining cum drawing room, (.....) kitchen,(.....) toilet, (.....) verandah and (.....) car parking space being no, measuring about 120 sq.ft. (approx) at the ground of the said G+4th storied building, forming part of the Developer's allocation in the said premises (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **AND** the **SAID FLAT** has been delineated by the **RED** verge border line in the annexed map or plan and **THIRDLY ALL THAT** the proportionate undivided share and interest in the common parts, portions, areas, facilities and/or amenities comprised in the said Building at the said Premises **TOGETHER WITH** all fixtures and fittings both sanitary and electrical **AND** together with proportionate undivided right to use all common service areas and facilities and amenities (more fully and

particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) situation of various properties rights, equities, benefits, hereby sold transferred conveyed assigned and assured unto and in favour of the Purchasers hereinafter collectively called and referred to as the “**SAID FLAT AND THE CAR PARKING SPACE**” **TO HAVE AND TO HOLD AND TO ENJOY** the **SAID FLAT AND THE CAR PARKING SPACE** unto and/or to the use by the Purchasers absolutely and forever **AND ALL** singular the **SAID FLAT AND THE CAR PARKING SPACE** unto hereby sold, conveyed, transferred, assigned, assured, expressed unto in favour of the Purchasers or intend so to be free from all sorts encumbrances charges trusts liens lispendences and attachments whatsoever howsoever **SUBJECT** nevertheless to the easements and quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the **SAID FLAT AND THE CAR PARKING SPACE** as set out in the **FOURTH SCHEDULE** hereto **EXCEPTING AND RESERVING** unto the Vendor/ Developer deriving the title under them such easements and quasi- easements and rights and privileges as are mentioned in the **FIFTH SCHEDULE** hereunder written and **SUBJECT TO** such restrictions contained in the **SIXTH SCHEDULE** hereunder written.

THE OWNER / VENDOR DOETH HEREBY COVENANT WITH THE PURCHASERS as follows :-

- a) The interest which the Vendor/Developer doth hereby profess to transfer subsists that the Vendor/Developer have good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure the **SAID FLAT AND THE CAR PARKING SPACE** hereby sold, granted, conveyed, transferred,

assigned and assured unto and in favour of the Purchasers in the manner as aforesaid.

b) It shall be lawful for the Purchasers from time to time and at all times hereinafter to enter into and upon and hold and enjoy the **SAID FLAT AND THE CAR PARKING SPACE** and also to receive all the rents issues and profits thereof without any interruption hindrances, claims or demands or disturbances whatsoever from or by the Vendor/ Developer or any person or persons claiming through or in trust for them.

c) The **SAID FLAT AND THE CAR PARKING SPACE** is freed and discharged from and against all manners of former or other estates, rights, titles, interest, liens, charges and encumbrances whatsoever or howsoever nature.

AND THE PURCHASERS DOTH HEREBY COVENANT WITH THE CO-OWNERS IN THE SAID BUILDING as follows :-

a) The Purchasers so as to bind with the Co-Owners of the building for the time being of the **SAID FLAT AND THE CAR PARKING SPACE** and so that this covenant shall be for the benefits of the said building and other flats therein and every parts or portions thereof hereby covenants with the Owners of the other Flats, Spaces comprised in the said building that the Purchasers and all other persons deriving title under this shall and will at all times hereinafter shall observes the restrictions as set forth in the **SIXTH SCHEDULE** hereto.

b) The Purchasers shall at all times hereinafter regularly and punctually make payment of all the Corporation Taxes, rates,

impositions, levies and all other outgoings whatsoever including water taxes payable or which may hereafter become payable or be imposed in respect of the **SAID FLAT AND THE CAR PARKING SPACE** until such time **SAID FLAT AND THE CAR PARKING SPACE** is not separately assessed, the Purchasers hereby agree to make payment of all the proportionate share of such taxes impositions levies and other outgoings to the **Builders/ Developer** for the purpose of maintenance of said building and the **SAID FLAT AND THE CAR PARKING SPACE** and the said premises regularly and punctually pay to the vendor/Developer.

c) To keep the **SAID FLAT AND THE CAR PARKING SPACE** and the other partition walls, sewers, drains, pipes, cables, wires and entrances and in particular (without prejudice to the generality of the foregoing) so as to the shelter support and protect of the parts of the said building other than the **SAID FLAT AND THE CAR PARKING SPACE** .

d) To make payment and contribute towards the proportionate part of expenses **Builders/ Developer** and/or their surveyors or agents with or without workmen and others at all reasonable times on **48 hours** prior notice to enter into and upon the **SAID FLAT AND THE CAR PARKING SPACE** or any part portion thereof for the purpose of repairing maintaining clearing lightings and keeping in order and good conditions of sewers, drains, cables, water courses gutters wires partly structures or other convenience belonging to or serving or used for the said building and also for the purpose of laying down rain stating preparing testing drainage gas and water and electrical wires and cables and for similar purpose.

e) To keep the **SAID FLAT AND THE CAR PARKING SPACE** in the said building substantial repair and (without prejudice to the generality of the form) as part of this sub class to keep the **SAID FLAT AND THE CAR PARKING SPACE** in good repair as necessary to form such support and protections to the other parts of the said building as they now enjoy.

f) To regularly and punctually without any deduction or abatement to make payment of the proportionate share towards maintenance of common expenses in every month such share to be determined by the **Builders/Developer** for rendition of the Common services.

g) To keep the **SAID FLAT AND THE CAR PARKING SPACE** and other partition walls sewers drains pipes and entrances and main entrances exclusively serving the **SAID FLAT AND THE CAR PARKING SPACE** in good condition.

h) The Purchasers have no right to obstruct or occupy the common areas like Stair, Lobbies and other common parts and areas in the said building as well as in the said premises.

i) That the Purchasers always responsible to pay separately the impositions like GST, Income Tax etc. as to be determined by the Govt. of India or any local Government for purchase of the Particular Flat and the Car Parking space as mentioned in the Second Schedule here under written.

IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE OWNER/VENDOR AND THE PURCHASERS as follows

:-

THAT the undivided impartible proportionate share in the land below the underneath in the building comprised in the said Premises wherein the **SAID FLAT** AND **THE CAR PARKING SPACE** is situated sold transferred and conveyed granted and assured unto and in favour of the Purchasers shall always be remain impartible.

FIRST SCHEDULE ABOVE REFERRED TO
(SAID LAND)

ALL THAT piece and parcel of the said land measuring about 24 Cottahs 15 Chittaks 41.97 sq. ft. out of 41 decimals be it a little more or less lying and situated at Mouza- Briji, J. L. No. 27 Touzi No. 1344/2862, R. S. No.1, compised in R. S. Dag No. 742, corresponding to R. S. Khatian No. 365 under L. R. Dag No. 742, L. R. Khatian No. 686 and 687 under P. S. – Patuli (previously Jadavpur) , within the limit of the Kolkata Municipal Corporation, Ward No. 110, Assessee No. 31-110-04-0395-3 and the premises No. 135, Briji Road, Kolkata - 700084, in the District of South 24 Parganas, The Project commonly known as AMBALIKA METRO PROJECT and the premises being butted and bounded as follows:

ON THE NORTH : 25' Wide K.M.C. Road
ON THE SOUTH : R.S. Dag No. 700
ON THE EAST : Partly By 25' Wide K.M.C. Road AND Partly By Canal
ON THE WEST : Partly by R.S. Dag No. 699 AND Partly by R.S. Dag No. 700

THE SECOND SCHEDULE ABOVE REFERRED TO
(SAID FLAT AND CAR PARKING SPACE)

ALL THAT piece and parcel of **One Self Contained Residential Flat FLAT,Being No.** (south east orientation), on the **Floor,** of **the G+IV** stories building commonly known as AMBALIKA METRO PROJECT, measuring about **sq.ft.** be the same a little more or less

having vitrified tiles floor consisting of consisting of (.....) bed room,(.....) dining cum drawing room, (.....) kitchen,(.....) toilet, (.....) verandah along with(.....) car parking space being no, measuring about **120 sq.ft.** (approx) be the same a little more or less together with impartible share of proportionate land below the underneath in the said building whereupon the said flat and Car Parking Space are situated at lying and situated at Mouza- Brijji, J. L. No. 27 Touzi No. 1344/2862, R. S. No.1, compised in R. S. Dag No. 742, corresponding to R. S. Khatian No. 365 under L. R. Dag No. 742, L. R. Khatian No. 686 and 687 under P. S. – Patuli (previously Jadavpur) , within the limit of the Kolkata Municipal Corporation, Ward No. 110, Assessee No. 31-110-04-0395-3 and the premises No. 135, Brijji Road, Kolkata - 700084, Sub Registry Office at Garia (previously was at Sonarpur) in the District of 24 Parganas (South), commonly known as " AMBALIKA METRO PROJECT" along with common areas, facilities and amenities as available in the said building as well as in the said premises lying and situated in the First Schedule land The **SAID FLAT** are delineated by **Red** Verge Border line in the annexed Map or Plan in this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

- 1) The foundations, columns, beams, supports, corridors, lobbies, etc. in said the building along with side back front space and other open spaces in the said Premises.
- 2) Drains and Sewers from the Premises to the Municipal Duct.
- 3) Water sewers and drains, connection pipes to the drains and sewers common in the said Premises.
- 4) Stair case and stairs landing roof of the building

- 5) Boundary Walls of the said Premises including outside walls of the building and the main gate, Grill, windows etc.
- 6) Water Pump, Overhead Tank and water pipes and other common plumbing installations and spaces required thereto.
- 7) Electrical wiring Mother Meters and fittings and fixtures for lighting in the premises and other common areas (excluding those as are installed for many particular unit) and spaces required thereof.
- 8) Common Bath Room on the Ground Floor in the said premises.
- 9) Security Guard Room, Electric Room, Generator Room
- 10) Lift of the Building

THE FORTH SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT AND THE CAR PARKING SPACE)

- 1) The Purchasers shall entitle to all rights privileges vertical and lateral easements, belonging to or in any way appertaining to the **SAID FLAT** AND **THE CAR PARKING SPACE** together with usually held used occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which are hereinafter more fully specified except and reserving unto the Co-Owners the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the **THIRD SCHEDULE** hereto.
- 2) The right to access in common with the Co-Owners and / or other occupiers in the said building at all material times and for all normal purposes connected with the use and enjoyment of the water, electrical installations etc.

- 3) The right to protecting the **SAID FLAT AND THE CAR PARKING SPACE** by or from all parts of the said building so far as they now protect the same.
- 4) The rights over the passage in common as aforesaid electricity, water and soil from and to the **SAID FLAT AND THE CAR PARKING SPACE** through pipes, drains, wires and conduits lying or being in under through or over the said building and the said Premises so far as may be reasonably and necessary for the beneficial use and occupation of the **SAID FLAT AND THE CAR PARKING SPACE** for the purposes whatsoever.
- 5) The rights with or without workmen and necessary materials for the Purchasers to enter from time to time upon the other common parts of the said building and the said Premises for the purpose or of repairing so far as may be necessary the pipes, drains, wires and conduits aforesaid and for the purpose of repairing repainting or cleaning any parts of the **SAID FLAT AND THE CAR PARKING SPACE** so far as such repairing or cleaning as aforesaid cannot be reasonably carried but without such entry and in all such cases upon giving 48 hours previous notice in writing of their intention so to enter into the other owner or other persons properly entitled to the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(The under mentioned rights in easements and quasi easements privileges and appurtenances shall be excepted out of the sale and reserved for the other Co - Owners).

- 1) The rights in common with the Purchasers and/or other person entitled to the Other Part of the said building including its installation and other passages.
- 2) The rights on passage in common with the Purchasers and other person or persons as aforesaid of electricity, water and soil from and to any part (other than the **SAID FLAT AND THE CAR PARKING SPACE** of the other part or parts of the said building through pipes, drains, wires, conduits lying or being under or over through the **SAID FLAT AND THE CAR PARKING SPACE** so far as may reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purpose whatsoever.
- 3) The rights for protection in other portion or portions of the said building by all parts of the **SAID FLAT AND THE CAR PARKING SPACE** so far as they now protect the same.
- 4) The rights as might otherwise become vested of the Purchasers by means of structural alternations to the **SAID FLAT AND THE CAR PARKING SPACE** otherwise in any manner tolerant or demolish the support at present enjoyed by other part or parts of the said building.
- 5) The rights by the Owners and / or occupiers of other part or parts of the said building for the purpose of free ingress in and egress out to and from such other part or parts of the said building, the front entrances, electrical installation open and covered spaces and other common passages or paths of the said building.
- 6) The rights with or without workmen and necessary materials time to enter from time to time and upon the **SAID FLAT AND**

THE CAR PARKING SPACE for the purpose of repairing so far as may be necessary for such pipes, drains, wires and conduits as aforesaid provided always the owners and other persons or persons shall given to the Purchasers a prior forty eight hours notice in writing of its intent on for such entry as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Restrictions imposed in respect of the said Flat AND THE CAR PARKING SPACE)

- 1) To co-operate with the other flats Owners/ Developer in the management and maintenances of the said building.
- 2) To use the **SAID FLAT AND CAR PARKING SPACE** purely for Residential and Car Parking purpose.
- 3) To pay and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for the **SAID FLAT AND CAR PARKING SPACE** and proportionately for the said building and / or common parts / areas and wholly for the **SAID FLAT AND CAR PARKING SPACE** and / or to make deposits on account thereof in the manner mentioned hereunder to the **Builders/ Developer** of the building such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the **SAID FLAT AND CAR PARKING SPACE** has been taken or not by the Purchasers. The said amount shall be paid by the Purchasers regularly and punctually without raising any objection thereto.
- 4) To deposit the amounts reasonably required with the owner/s towards the liability for the proportionate rates, taxes and other outgoings.
- 5) The purchaser/purchasers are responsible for payment of maintenance to the developer in respect of the said flat. As the developer will provide all the services i,e maintenance, amenities , so, it is to mentioned that owner/vendor herein shall have no responsible regarding amenities, facilities and maintenance.

- 6) To pay charges for electricity in or relating to the **SAID FLAT AND CAR PARKING SPACE** wholly and proportionately relating to the common parts.
- 7) To maintain or remain responsible for the structural stability of the **SAID FLAT AND CAR PARKING SPACE** and not to do anything which will effect or affecting the structural stability of the said building.
- 8) Not to store or bring or allow to be stored and brought in the **SAID FLAT AND CAR PARKING SPACE** the goods in hazardous or combustible nature or goods which are so heavy has to effect or endanger the structure of the said building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- 9) Not to do or cause anything to be done in or around the **SAID FLAT AND CAR PARKING SPACE** which may cause or tend to cause or tantamount to cause or effect any damage to any floor or ceiling partition walls of the **SAID FLAT AND CAR PARKING SPACE** or adjutant to the **SAID FLAT AND CAR PARKING SPACE** or in any manner interfere with the use and rights and enjoyment thereof or any passages or amenities available for common use.
- 10) Not to damage or demolish or cause to be damaged or demolished in the **SAID FLAT AND CAR PARKING SPACE** or any part thereof at any time or the fitting and fixtures affixed thereto.
- 11) Not to do or permit to be done any act or things which may render void or make voidable any insurance in respect of the **SAID FLAT AND CAR PARKING SPACE** or any part of the said building or cause increased premium to be payable in respect therefore if the building is insured.

12) Not to make in the **SAID FLAT AND CAR PARKING SPACE** any structural alteration / addition such as beams, columns, etc. or improvements of a permanent nature.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals in the day months and year first above written.

SIGNED AND DELIVERED

by the Owner/Vendor

WITNESSES:

1.

[SIGNATURE OF THE VENDOR]

2.

[SIGNATURE OF THE PURCHASER]

Drafted by me:-

Advocate,
Alipore police Court,
Kolkata -700027.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within named purchaser the within mentioned a sum of **Rs.....** (**Rupees**) **only** as advance money as per memo below.

<u>Date</u>	<u>Cheque no./Cash</u>	<u>Bank</u>	<u>Amount (in Rs.)</u>
	Total		

WITNESSES:

- 1.

- 2.

[SIGNATURE OF THE VENDOR]