

भारतीय गैर न्यायिक

बीस रुपये

रु.20

भारत



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

26AA 798028

DEED OF SALE

THIS DEED OF SALE is made on this day of , Two
Thousand Twenty Three (2023)

BETWEEN

8957

তার 30/11/2022

ক্রম - ১০ / প্রমতি

RABIN KUMAR KARMAKAR
ADVOCATE
HOWRAH JUDGES' COURT

ঠিকানা

২০%

টাকা

X

স্বাক্ষর করে নাম



অরুণ সরকার
হাওড়া কালেক্টরেট
হাওড়া কোর্ট কমপ্লেক্স

DEED OF SALE

BETWEEN

1) **SRI BABLU KUMAR DAS** (PAN- AIKPD2950L), (Aadhaar No. 2937 7028 4842), son of Late Bimal Kumar Das, 2) **SMT. GITA RANI DAS** (PAN- CTIPD8326B, Aadhaar No. 7129 1634 6935), wife of Late Bimal Kumar Das, 3) **SMT. ANI BASAK** (PAN- BFEPB0239L, Aadhaar No. 6958 7355 2977), wife of Sri Tarani Basak, all by faith- Hindu, by occupation- No. 1- Business, No. 2 & 3- Housewife, by Nationality- Indian, all residing at Village- Duilya, P.O. Andul-Mouri, Police Station- Sankrail, District- Howrah, Pin- 711302, hereinafter called the **OWNERS/ VENDORS** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns), being represented by their Attorney- **UNIKUE CON HEIGHT PVT. LTD.** (PAN- AABCU8056G), a Company having it's office at 48BB-Block, 352, Shanti Pally, Rajdanga, Kasba, P.O. East Kolkata Township, P.S. Kasba, Pin- 700107, being represented by one of it's Directors namely- **MD. SAJID** (PAN- BQEPM9517P), (Aadhaar No. 2128 8535 3973), son of Md. Hanif, by faith- Mohammedan, by occupation- Business, by Nationality- Indian, residing at Maa Sitala Apartment, 2nd Floor, Andul Road, P.O. Podrah, P.S. Sankrail, District- Howrah- 711109, of the **FIRST PART.**

A N D

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,
 hereinafter referred to as the **PURCHASERS** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **SECOND PART;**

A N D

UNIKUE CON HEIGHT PVT. LTD. (PAN- AABCU8056G), a Company having it's office at 48BB-Block, 352, Shanti Pally, Rajdanga, Kasba, P.O. East Kolkata Township, P.S. Kasba, Pin- 700107, being represented by one of it's Directors namely- **MD. SAJID** (PAN- BQEPM9517P), (Aadhaar No. 2128 8535 3973), son of Md. Hanif, by faith- Mohammedan, by occupation- Business, by Nationality- Indian, residing at Maa Sitala Apartment, 2nd Floor, Andul Road, P.O. Podrah, P.S. Sankrail, District- Howrah- 711109, hereinafter referred to as the **PROMOTER/ DEVELOPER/ CONFIRMING PARTIES** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **THIRD PART**;

DEFINITIONS

IN THIS INDENTURE unless it be contrary to the context the following terms (words) shall have the following meanings :-

- A. **SAID PREMISES** shall mean the above mentioned and hereunder written in the First Schedule mentioned property measuring about 33.24 Decimals, situated at and/or comprised in R.S. Dag Nos. 524, 528, 533 and 534, under L.R. Dag Nos. 529, 533, 538 and 539, under L.R. Khatian Nos. 473/1, 7261 and 6934, all within Mouza- Duilya, J.L. No. 35, P.S. Sankrail, District- Howrah, within Additional District Sub-Registry Office Ranihati, District Sub-Registry Office and District- Howrah, Pin- 711302, more fully and particularly described in the First Schedule written hereunder.

- B. **BUILDING** shall mean and include multi-storied building namely **BEE GEE APARTMENT**, Block- 'A', 'B' & 'C' which the Developers are getting constructed or planning to get constructed on the demarcated part of the said First Schedule noted land.
- C. **UNIT / FLAT** shall mean a space or self contained Flat measuring about Sq.ft. Carpet area being Flat No. on the Floor of the building namely- **BEE GEE APARTMENT** fully and particularly mentioned and/or described in the Second Schedule hereunder written and delineated by the RED ink in the Map or Plan annexed hereto.
- D. **COMMON PURPOSES** shall mean and include the purpose of maintaining the said land and building and in particular the parts in common and for meeting the common expenses and matters relating to mutual rights and obligations of the Flat Owner and common uses and enjoyment thereof.
- E. **COMMON AREAS OF THE BUILDING**, shall mean the common areas and parts details whereof are mentioned in the Third Schedule hereunder written in which the Purchasers have an undivided impartible proportionate share or right, title and interest and shall be held by the Purchasers in common with the other co-Owners and/or co-occupiers of the various portions in the said building.
- F. **COMMON EXPENSES** shall mean and include proportionate share of costs, charges and expenses for working maintenance, upkeep, repairs and replacement of the common parts/common facilities including proportionate share of Panchayat Taxes, Property Taxes

and all other taxes and levies relating to and/or connected with the Building and the said premises more particularly described in the Fourth Schedule written hereunder.

- G. **PLAN** shall mean the plan, elevations, designs and specifications of the constructions as prepared by the Architects employed by the Developer and will include variations therein as and when made duly sanctioned by Howrah Zila Parishad vide Memo No. 210/032/HZP/PS dated 22.09.2022 in the name of the Vendors.
- H. **COMMON EASEMENTS** in relation to the Unit/Flat shall mean the easements, quasi-easements, rights, privileges and appurtenances, appertaining to the Unit/Flat for the reasonable enjoyment and occupation as describe fully in the Fifth Schedule written hereunder.
- I. **SAID PROPERTY** shall mean and include the said Unit/Flat together with undivided proportionate share or interest of the Vendors in and to the land, comprised in the said Premises as well as the common right of user of all the common parts/common facilities for the beneficial enjoyment of the Unit/Flat/Garage.
- J. **SERVICE CHARGES** shall mean the service and maintenance charges of the common parts as may be incurred by the Vendors including providing the services, making such provisions or incurring expenses in respect of future provisions of the services and the expenses on account of repairs and replacements as the Co-operative Society in its absolute discretion consider fit and proper and the proportionate amount agreed to be paid on account of the said service and maintenance charges shall be determined by the Co-operative Society on the estimation of the total expenditure and upon

formation of the Association for maintenance, the said maintenance charges shall be paid to the Association, who shall manage and maintain the building. Wherever the expenses of costs as are mentioned to be borne or paid proportionate by the Purchasers then the amount payable by the Purchasers shall be in proportion to the area of the respective Purchasers' respective spaces which also include the proportionate area of the total common areas for the time being in the building, the same to be decided by the Association upon its formation.

- K. **PRINCIPAL AGREEMENT** shall mean Development Agreement which is duly registered on 8th day of April, 2021, which is duly executed and registered before District Sub-Registry Office-II Howrah and registered in Book No. I, Volume No. 0513-2021, Pages- 130813 to 130857, Being No. 051303853 for the year 2021 between First Part and Second Part of this Deed.
- L. **POWER OF ATTORNEY** shall mean Power of Attorney registered on 8th day of April, 2021 and registered before the District Sub-Registry Office-II Howrah and registered in Book No. I, Volume No. 0513-2021, Pages from 130789 to 130812, Being No. 051303856 for the year 2021.
- M. **SINGULAR AND PLURAL** : All words Singular or Plural to be read as vice-versa.

RECITALS

WHEREAS the First Parties are joint Owners of ALL THAT piece and parcel of Rayati Bastu land, measuring about 33.24 Decimals,

situated at and/or comprised in R.S. Dag Nos. 524, 528, 533 and 534, under L.R. Dag Nos. 529, 533, 538 and 539, under L.R. Khatian Nos. 473/1, 7261 and 6934, all within Mouza- Duilya, J.L. No. 35, P.S. Sankrail, District- Howrah, more fully described in the Schedule written hereunder.

AND WHEREAS the First Parties/Owners became Owners of the said property by way of inheritance from their father and husband Bimal Kumar Das Sadhukhan.

AND WHEREAS said Bimal Kumar Das Sadhukhan became Owners of the said property by way of Partition by a registered Deed of Partition, dated 02.05.1975, registered in the Office of Sub-Registrar, Ranihati, vide Book No. I, Volume No. 46, Pages- 31 to 38, Being No. 2234, for the year 1975.

AND WHEREAS said Bimal Kumar Das Sadhukhan while thus seized and possessed of his said property died leaving behind his wife Smt. Gita Rani Das, one son Sri Bablu Kumar Das and one daughter Smt. Ani Basak, the First Parties herein, as his legal heirs and thus the First Parties became joint Owners of the said property left by said Bimal Kumar Das Sadhukhan.

AND WHEREAS the Party of the Second Part/Owners desire to develop the said property and they at present are not experienced in such development work and they were not in a position to make and to construct of the proposed construction and as such the Second Party executed a Development Agreement on 08.04.2021, which is duly executed and registered before D.S.R.-II Howrah vide Deed No. 051303853/2021.

AND WHEREAS for smooth running of the work and allied incidents the above stated Owners/Vendors executed one Registered Development Power of Attorney after Registered Development Agreement which is duly executed before the District Sub-Registry Office-II at Howrah, on 8th day of April, 2021 and registered in Book No. I, Volume No. 0513-2021, Pages from 130789 to 130812, Being No. 051303856 for the year 2021.

AND WHEREAS after receiving duly sanctioned Plan of 03 Block i.e. Block- 'A', 'B' & 'C' vide Memo No. 210/032/HZP/PS dated 22.09.2022 from the appropriate authority i.e. Howrah Zilla Parishad the Vendors through their Developer started construction work out of their own fund on the First Schedule noted property and several buildings construction work is about to be completed and the Owners/developer are in search of intending Purchaser/Purchasers for the portion which the developers received as consideration from the Vendors as per Agreement.

AND WHEREAS the Purchasers of the Second Part hereto have inspected the Title Deeds of the First Schedule property and satisfied himself with the terms and conditions laid down in the Deed of Agreement executed by the Vendor and the Developer and being satisfied with the title entered into an Agreement for Sale with the Vendor of the First Part and Developer/Promoter of the Third Part.

AND WHEREAS the Purchasers have taken inspection of all the documents of title of the Vendors and its allied papers and being satisfied about the non-encumbrance position of the land and premises the Purchasers have approached to the Developer for purchase of a self-

contained Flat being known as Flat/Unit No., of the Floor of the said Building namely- **BEE GEE APARTMENT** on the said premises, measuring about an area of Sq.ft. Carpet area and the Vendors have agreed to sale the said UNIT as more fully described in Schedule hereunder written and depicted and delineated within RED border line in the annexed Map or Plan hereto at a consideration of Rs...../- only for flat excluding G.S. Tax to be paid to the Government as per Government norms and the Purchasers have agreed to the said consideration amount as per Agreement.

AND WHEREAS the Developer has agreed to sale and the Purchasers have agreed to purchase the said Unit/Flat as referred to in the Second Schedule below free from all encumbrances, charges and liens.

AND WHEREAS in consideration of the above, the Developer with the Power of Attorney agreed to execute the Deed of Conveyance in favour of the Purchasers herein in respect of the proportionate share or interest in the land comprised in the said Premises pertaining to the said unit at or for the consideration of Rs...../- only for Flat paid by the Purchasers to the Developer as per Memo below excluding G.S. Tax to be paid to the Government as per Government norms.

AND WHEREAS the Vendors and the Developer have no right, title, interest, claim and demand whatsoever or howsoever into or upon the said Unit and in any event the Vendors and the Developer do and each of them doth hereby release, relinquish, disclaim, transfer and assign all their respective title, interest, claim or demand whatsoever or howsoever over and in respect of the said Unit unto and in favour of the Purchasers herein.

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of a registered Agreement for Sale and in consideration of the said sum of Rs...../- only for acquiring the said Second Schedule noted Flat along with undivided proportionate impartible share in the land underneath of the said premises and attributable to the said Unit paid by the Purchasers to the Vendors through the Developer in terms of the Development Agreement (the receipt whereof the Vendors doth hereby as also by the receipt hereunder written admits and acknowledges to have received of and from the same and every part thereof the said Vendors and the Developer do hereby forever acquit, release and discharge the said Purchasers and the said undivided, impartible, proportionate share or interest in the land comprised in the said premises and attributable to the said **UNIT** hereby intended to be sold, transferred and conveyed) the said Vendors doth hereby grants, conveys, transfers, assigns and assures and the said Developer doth hereby confirms and disclaims and disowns its respective rights **UNTO AND IN FAVOUR OF THE SAID PURCHASERS ALL THAT** the entirety of the Vendors' right, title, interest into or upon **ALL THAT** undivided impartible proportionate share or interest in the land underneath the Building comprised in the **SAID PREMISES** (more fully described in the First Schedule hereunder written and herein before and hereinafter referred to as the said undivided share) and attributable and/or allocable to the said Unit more fully described in the Second Schedule hereunder written and the said Developer doth hereby grants, transfers, releases and assures and the said Vendors doth hereby transfers, confirms, releases, disclaims and disowns all rights **UNTO AND IN FAVOUR** of the said Purchasers in respect of **ALL THAT** the said Unit more fully described in the Second Schedule hereunder written and herein before and hereinafter called the said Unit unto and in favour of the Purchasers

herein **TOGETHER WITH** sewers, drains, water courses, passages, rights, lights, liberties, privileges, easements, appendages whatsoever thereto belonging or in any way appertaining thereto or with the same or any part thereof usually held, used, enjoyed or accepted or reputed or known to be a part or parcel or member or members thereof or appurtenant thereto **AND** all the estate, right, title, interest, property, claim and demand whatsoever or howsoever of the Vendors and the Developer into or upon or in respect of the said undivided share in the said Unit **AND** the reversion or reversions, remainder or remainders and rents, issues and profits thereof, **TO HAVE AND TO HOLD** the said undivided proportionate share in the land and the said Unit and every part thereof and all other properties and rights hereby sold, granted, conveyed, transferred, assigned and assured or expressed intended so to be unto and in favour of the Purchasers herein absolutely and forever from all encumbrances, charges, liens, lispens and attachments of whatsoever or howsoever nature **TOGETHER WITH** the right of use of the common areas, portions and common parts comprised in the said building **AND** also the right of free ingress in and egress out from the said Unit **SUBJECT HOWEVER** to the Purchasers making payment of the proportionate share of maintenance and other charges and expenses to be paid by the Purchasers in respect of the maintenance and management of the common services (more fully and particularly mentioned and described in the Fourth Schedule hereunder written) **SUBJECT NEVERTHELESS** to the Purchasers' covenant and observance, fulfillment and performance of all the restrictions, terms and conditions covenants and obligations herein stated **AND TOGETHER WITH** all the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said undivided share and the said Unit belonging to the Purchasers (more fully and

particularly described and mentioned in the Fifth Schedule hereunder written) **EXCEPTING AND RESERVING** unto Vendors/Developer all the other persons deriving title under the Vendors/ Developer all the easements or quasi-easements and other rights and privileges (more fully and particularly mentioned and described in the Sixth Schedule hereunder written) **BUT OTHERWISE** free from all encumbrances and charges and as a transferable estate of inheritance absolutely and forever according to the nature of the said undivided share in the Said Unit.

THE PURCHASERS DOTH HEREBY COVENANTS WITH THE VENDORS as follows :-

- a) **THAT** the Purchasers shall not be entitled for partition of the said property by metes and bounds. It is agreed that the area mentioned in the Deed is including super built-up area comprised in the said Unit/ Flat.

- b) **THAT** the Purchasers shall be liable to pay directly to the authority or contribute in proportion to the Floor area of the Unit/Flat hereby conveyed to the Purchasers toward payment of Corporation Taxes and other outgoings i.e. payment of Government Revenue payable in respect of the property till the Co-operative Society has been formed among the Purchasers and when the Co-operative to be formed then the same shall be made by the Purchasers to the co-owners of the Flat/Flats in the Building represented by the Co-operative Society of the Purchasers of the Flat/Flats of the Building for said purpose.

- c) **THAT** the Purchasers also be entitled to sale, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Vendors or Developer or any other co-Owners who may have acquired and who may

hereafter acquired any right, title, interest to those acquired by the Purchasers under the terms of this conveyance.

d) **THAT** the Purchasers shall not in any way obstruct further construction the common passage, drive ways, landed area, roof or stair cases of the said property, not store thereto any rubbish or other materials, goods or furniture nor shall do anything whereby the use or enjoyment of the said premises be in any way prejudicially affected or vitiated and to use ground floor for commercial purpose.

e) **THAT** the Purchasers shall not demolish or remove any structure walls, doors, window, shutters in or over the said premises.

f) **THAT** the Purchasers shall maintain at their own costs the said Unit/Flat in the same good conditions, state and order as being delivered to him and shall abide by all rules and regulations of the Society or any other authorities and also agreed to pay G.S.T. if applicable.

g) **THAT** the Purchasers shall not make any structural addition or alteration in the said Unit or erect brick partition and keep heavy articles. The Purchasers shall not keep or store any inflammable or combustible articles in the said Unit nor shall the Purchasers do anything which may constitute any nuisance or annoyance to the occupiers of the other Unit/Flat in the said building.

h) **THAT** the Purchasers shall not use the said unit for any illegal or immoral purposes. The Purchasers may dispose of the Flat/Unit to any person in future.

- i) **THAT** the Purchasers shall not throw or accumulate any dirt, rubbish, rags or refuse in the Vendors' property or in the compound or any portion of the said building.
- j) **THAT** the Purchasers shall pay their proportionate share towards all outgoings in respect of the said property and also towards monthly service and maintenance charges for maintenance of common parts for common easements etc. and shall also separately pay the proportionate share of and other taxes in respect of the said property.
- k) **THAT** until formation of Society or an Association amongst the Purchasers, Flat/Flats Owners shall pay the proportionate share of the Panchayat rates, taxes, sur-charges and water charges including multi-storied building tax, charges if any assessed on the said property and the Building thereat.
- l) **THAT** in the event of a Society or an Association being formed and registered by the Purchasers of all Units and or Flat in the said building the power and authorities of the Society or association so to be formed of the Purchasers herein and other Purchasers of the different Flats and Units shall be subject to overall authority and control of the Vendors as per existing law.
- m) **THAT** notwithstanding anything to the contrary herein before contained if the Purchasers fail to pay the common expenses, service charges and the charges for electricity consumed by them and or any amount becoming payable by the Purchasers the Association or Co-operative Society shall be entitled to disconnect or otherwise to stop the supply of electricity, water in the said Unit until such time as the Purchasers make full payment of the same.

n) **THAT** the Vendors/Developer shall have the conclusive right to possess, use and dispose of the roof and parapet walls as mentioned in the Second Schedule written hereunder.

o) **THAT** the Vendors/Developer shall arrange for the installation of separate electric meter in the name of the Purchasers for which purpose the Purchasers shall bear the costs till there be arrangement of separate electric meter in the name of the Purchasers, the Vendors/Developer shall supply electricity in the said Unit No. of the Floor and the Purchasers shall pay the Bills proportionately as per his consumption. The Purchasers shall not be entitled to get supply of electricity from the Vendors/Developer if they fail to pay the electricity charges for two consecutive months.

p) **THAT** the Developer shall arrange for supply of water at the cost of the Purchasers in Purchasers' Unit/Flat from the Corporation Authority or Deep Tube-well or available service, but the Purchasers shall pay the proportionate share of the electric charges of supply of water to the Unit/Flat.

q) **THAT** the Vendors shall allow the Purchasers to go to the fixed portion of the roof through the stair case and to allow the Purchasers to install his/their T.V. Antenna at the roof in a suitable place which will not create any disturbance to others as stated in Power of Attorney.

r) **THAT** the Purchasers shall have to keep the said Flat/Unit in good substantial repair and to keep the said Flat in the Building in good repair to ensure supports and protection to the other parts of the Building in good repair to ensure support and protection to the other parts of the said building as they now enjoy.

s) **THAT** the Purchasers shall not do any kinds of damage in the main pillars/ columns in which the Building stands on.

t) **THAT** the Vendors and the Developer doth hereby indemnify the Purchasers in this behalf and keep them sufficiently harmless against all such claim, question or demand.

u) The Vendors and the Developer further covenant with the Purchasers that the First Schedule property is not hit by any lien, lispendence or Debutter or charge or attachment or acquisition or requisition or any scheme whatsoever and that the title of the Vendors in the said Flat as also proportionate share or interest in the land that is being conveyed to the Purchasers by this instrument does not suffer from any latent or patent, defect of title such that the title obtained by the Purchasers on the footing of this instrument.

v) **THAT** the Vendors and the Developer covenant with the Purchasers that the cost of the Purchasers they shall execute and register all documents as may be necessary for further rectification of the title of the Purchasers in the Flat together with undivided proportionate share and/or interest of the land and the right of common work/ facilities.

w) **THAT** the Vendors and the Developer further covenant with the Purchasers that they shall produce or cause to be produced all documents relating to the title of the Second Schedule Flat that are retained by them as and when are required by the Purchasers.

x) **THAT** if any of the statements of this Deed be found to be not true and if no account of any infirmity the title of the Vendors in the Second Schedule Flat, the Purchasers suffer any loss, the Vendors and the Developer shall compensate the same with interest and shall come within the purview of law.

THE PURCHASERS DO TH HEREBY COVENANTS WITH THE VENDORS AND DEVELOPER as follows :-

- i) The Purchasers and all other person or persons deriving title from under and in trust for the Vendors shall at all material times hereafter observe and perform the restrictions more fully and particularly mentioned elsewhere in this presents.
- ii) The Purchasers shall at all material times hereafter regularly and punctually make payment of all the Panchayat rates and taxes and proportionately the other statutory taxes ceases and impositions and expenses attributable to and or relating to the said undivided share in the Unit and/or relating to the maintenance of the said premises in which the said Unit is situated from the date the Purchasers have taken possession of the said Unit/Flat.
- iii) That in case G.S.T./Service Tax or any kind of Taxes are imposed by the Govt. then the Purchasers will have to pay the said Taxes to the Govt. through the Developer and the Purchasers will have to pay the said amount to the Developer and they can not withheld to pay it anyhow.
- iv) That the said Purchasers shall not raise any objection on further construction on or above roof of the said building.
- v) That the Purchasers shall not rise any objection for ground floor to be used as commercial purpose of the said building.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of Bastu land containing an admeasuring area about 33.24 Decimals together with newly built multi-storied building namely- **BEE GEE APARTMENT**, Block- 'A', 'B' & 'C', situated at and/or comprised in R.S. Dag Nos. 524, 528, 533 and 534, under L.R. Dag Nos. 529, 533, 538 and 539, L.R. Khatian Nos. 473/1, 7261 and 6934 and out of which 03 Decimals of land under L.R. Dag No. 529, 1 Decimal of land under L.R. Dag No. 538, 3 Decimals of land under L.R. Dag No. 539 all are within L.R. Khatian Nos. 473/1, similarly 03 Decimals of land under L.R. Dag No. 529, 1 Decimals of land under L.R. Dag No. 538, 3 Decimals of land under L.R. Dag No. 539 all are within L.R. Khatian Nos. 7261 and 12.24 Decimals of land under L.R. Dag No. 529, 4 Decimals of land under L.R. Dag No. 533, 1 Decimal of land under L.R. Dag No. 538, 2 Decimals of land under L.R. Dag No. 539 all are within L.R. Khatian Nos. 6934, all within Mouza- Duilya, J.L. No. 35, P.S. Sankrail, District- Howrah, within Additional District Sub-Registry Office Ranihati, District Sub-Registry Office and District- Howrah, Pin- 711302, along with all easement rights which is butted and bounded in the manner as follows:-

On the North	: Land of Mr. P.C. Maity;
On the South	: Land of Gour Hari Nath and house of Bhudev Mukherjee;
On the East	: 23'-0" feet wide Panchayat Road;
On the West	: Pond.

THE SECOND SCHEDULE ABOVE REFERRED TO

(The Unit / Flat)

ALL THAT the self-contained Flat/Unit being No. on the Floor, of the Multi-Storied building known as **BEE GEE APARTMENT** in Block- '...' having an saleable area of Square feet Carpet area in the Floor consisting of Bedrooms, One Living-cum-Dinning, One Kitchen, One Verandah, Toilet, etc. more specifically described in the annexed sketch Map/Plan hereto and bordered by **RED** line situated on First Schedule noted property situated at R.S. Dag Nos. 524, 528, 533 and 534, under L.R. Dag Nos. 529, 533, 538 and 539, under L.R. Khatian Nos. 473/1, 7261 and 6934, all within Mouza- Duilya, J.L. No. 35, P.S. Sankrail, District- Howrah, within Additional District Sub-Registry Office Ranihati, District Sub-Registry Office and District-Howrah, Pin- 711302, together with undivided proportionate share of land underneath together with common right of user of staircase, lift and all the common areas, facilities and amenities comprised in the said building as more fully mentioned in the First Schedule above is the property hereby sold butted and bounded as follows:-

On the North :
 On the South :
 On the East :
 On the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts)

1. The foundations, columns, beams, supports, corridors, lobbies, stairs, stair-ways, landings and entrances.

2. Drains and sewers of the premises.
3. Water sewers and drainage evacuation pipes from the Unit to drains and sewers common to the premises.
4. Boundary walls of the premises including outer side of the walls of the said Building and main gates.
5. Lift.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(The Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating and redecorating of all the common areas/parts. The fixtures, fittings, electrical wiring and equipment in, under or upon the building enjoyed by or used in common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftman etc.
3. Insurance premium for insuring the said Building and every part thereof against earthquake, damage by fire, lightning, mob violation, civil commotion, etc. if insured.
4. Expenses for supplying common utilities including electricity water charges, etc. payable to the concerned authorities and or organisation and payment of all charges including incidental charges thereto.
5. Panchayat and all other taxes and levies and all other outgoings save those which could be separately assessed or incurred in respect of any unit or portion of land.

6. Electricity expenses for lighting all the common areas and other walls of the Building, parking space and/or operation of all the common parts/ facilities.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Easement)

1. The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said premises and the common areas of the said Building or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified, accepting and re-serving unto and for the Vendors/ Developer and/or other co-Purchasers the right, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set-forth in the Sixth Schedule hereunder written.
2. The right of access in common with the Vendors/Developer and/or other occupiers at the said building at all times and for all normal domestic purposes connected with the enjoyment of the common parts of the said Building.
3. The right of way in common as aforesaid into and upon the common passages, driveways and entrance at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit with or without vehicle over and along with driveways and pathways comprised in the said Building **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers and/or the Purchasers' servants, agents, employees and invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise, the free passage

of other person or persons including the Vendors/Developer entitled to such right of way as aforesaid along with such common passages, driveways and entrances as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Easements reserved for the Vendors/Developer)

The under mentioned rights, easements, quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the Vendors/Developer and other co-Purchasers and/or occupiers of the other part or parts of the said premises.

1. The right in common with the Purchasers and/or other person or persons entitled to the other part or parts of the said premises as aforesaid for the use of the common parts and facilities.
2. The right of flow in common with the Purchasers and other person or persons as aforesaid of electricity and water from and to any part (other than the said Unit) or the Other Part or parts of the said Building through pipes, wires and conduits lying or being in under, through or over the said Unit as far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the other part or parts of the said premises.
3. The right of protection of other part or parts of the said Building by all parts of the said Unit as the same can or does normally protect.
4. The right as would otherwise become vested in the Purchasers by means of any of the structural alterations or otherwise in any manner to less-on or diminish the normal enjoyment by other part or parts of the said premises.
5. The right with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of rebuilding,

repairing, replacing or cleaning so far as may be necessary such pipes, wires and conduits as aforesaid **PROVIDED ALWAYS** and save in case of emergency the Vendors/Developer and occupiers of other part or parts of the said building shall give to the Purchasers a prior 48 (forty eight) hours written notice of its or their intention for such entry as aforesaid.

IN WITNESSETH WHEREOF the Vendors, Developer and Purchasers above named have subscribe their respective hands hereto in presence of witnesses on the day, month and year first above written.

Witnesses:-

1.

SRI BABLU KUMAR DAS, SMT. GITA
RANI DAS and SMT. ANI BASAK
being represented by their Attorney-

2.

Signature of the Vendors.

Signature of the Purchasers

Signature of the Developer

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs...../- only excluding G.S. Tax by the following manner:-

<u>Date</u>	<u>Cheque No.</u>	<u>Drawn on</u>	<u>Amount(Rs)</u>
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Total - _____

Witnesses :-

1.

SRI BABLU KUMAR DAS, SMT. GITA
RANI DAS and SMT. ANI BASAK
being represented by their Attorney-

2.

Drafted by me.

(RABIN KUMAR KARMAKAR)
Advocate.
Enrolment No. WB-301/90.

Signature of the Developer.

Typed by me.