

SALE DEED

THIS SALE DEED is made on the day of **March, 2023** (Two Thousand Twenty Three) **BETWEEN SMT. RAKHI SARKAR** (PAN- AUMPS3078G) wife of- Sri Partha Sarathi Sarkar, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at- 4H, 1st Lane, Russa Road (South), P.S.- Tollygunge, Kolkata- 700033 – represented by her Lawful Constituted Attorney **(1) SRI SUKANTA KUMAR MONDAL** (PAN- AHBPM1094Q) son of Sri Subir Mondal, **(2) SRI SUBRATA NASKAR** (PAN- ACKPN6880H) son of Late Santosh Naskar, both by faith – Hindu, by occupation– Business, residing at Dhalua, P.S.– Narendrapur, Kolkata–700152,

(3) **SRI PINTU DEBNATH** (PAN- AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O. & P.S.- Panchasayar, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN- BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata- 700150, hereinafter referred to as the **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include her heirs, successors, executors, administrators, legal representatives, assigns) of the **FIRST PART**

AND

S.P. CONSTRUCTION (PAN- ADIFS6473Q) a Partnership Firm having its office at – 610, East Tentulberia, P.O.– Panchpota, P.S.- Narendrapur, Kolkata– 700152 and represented by its Partners namely (1) **SRI SUKANTA KUMAR MONDAL**, (PAN- AHBPM1094Q) son of Sri Subir Mondal, (2) **SRI SUBRATA NASKAR** (PAN- ACKPN6880H) son of – Late Santosh Naskar, both by faith – Hindu, by occupation– Business, residing at Dhalua, P.S.– Narendrapur, Kolkata–700152, (3) **SRI PINTU DEBNATH** (PAN- AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O. & P.S.- Panchasayar, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN- BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata- 700150, hereinafter called as the **PROMOTER/DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors,

administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**

A N D

Mr./Ms..... (PAN NO.....) son/daughter of, aged about.....residing at, (PAN.....) hereinafter called the "**PURCHASER/PURCHASERE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**

The Landowner, Developer/Promoter and Purchaser/Purchasere shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

WHEREAS:

- I. One Sri Pulin Behari Chakraborty, Sri Amulya Ranjan Chakraborty & Sri Santosh Ranjan Chakraborty, all sons of- Late Hara Kumar Chakraborty jointly acquired some land by a Patta dated 02.05.1953 executed in their favour by Nirmal Chandra Naskar and others at Mouza- Dhalua and they constructed their respective dwelling huts with joint family firm thereon;
- II. Subsequently the said three brothers gradually acquired other properties by different Sale Deeds some standing in the name of one brother some in the name of another brother by their joint family fund contributed by them respectively and they jointly possess those properties. That by Kobalas dated 07.06.1956 and 15.07.1956 one Narendra Nath Mondal and Jyotindra Nath Mondal sold 1.07^{1/2} acres of land of C.S. Khatian No.- 171 in favour of three brothers but they could not give possession of that land as there were some tenants on that particular land, and when Pulin Behari Chakraborty, Amulya Ranjan

Chakraborty, Santosh Ranjan Chakraborty were about to take legal steps against the said Narendra Nath Mondal and Jyotindra Nath Mondal came to a compromise with the said three brothers and accordingly in exchange of the said 1.07¹/₂ acres of land covered by the Kobalas dated 07.06.1956 and 15.07.1956 and on taking another Rs. 1000/- in cash from the three brothers and said Narendra Nath Mondal and Jyotindra Nath Mondal executed a fresh Kobala on 24.06.1958 registered on 27.06.1958 in respect of C.S. Dag No.- 275 area of land 56²/₃ decimal and C.S. Dag No.- 163 area of land 1.96 acres in C.S. Khatian No.- 191, in favour of aforesaid three brothers but this Kobala was written in Benami in the name of Hari Bhushan Chakraborty son of- Sri Jyotindra Nath Chakraborty brother-in-law of aforesaid Pulin Behari Chakraborty and the said Kobala was registered at the office of Sub. Registrar, Baruipur and recorded in Book No.- I, Volume No.- 65, Pages 37 to 38, Being No.- 5152 for the year 1958;

- III.** Hari Bhushan Chakraborty being the benamdar of aforesaid three brothers did not pay any money or cost for the aforesaid Kobala nor did he ever possessed the aforesaid land and said Hari Bhushan Chakraborty admitted that he was a Benamdar in the Sale Deed No.- 5152 of 1958 by lodging a General Diary being entry No.- 646 dated 14.04.1965 at Sonarpur Police Station. Thereafter aforesaid three brothers affected an amicable partition with one Debendra Nath Mondal being the co-sharer of Narendra Nath Mondal and Jyotindra Nath Mondal and the aforesaid Deed of Partition was executed on 12.08.1960, wherein said Hari Bhushan Chakraborty being the Benamdar of aforesaid three brothers was cited as the Party of the First Part and Debendra Nath Mondal was cited as the Party of the Second Part in the said Deed of

Partition by which three brothers exclusively got an area of land of 85 decimal in C.S. Dag No.- 275 and an area of land of 2.94 acres in C.S. Dag No.- 163, at Mouza- Dhalua and the said Deed of Partition was registered at the office of Sub. Registrar, Baruipur and recorded in Book No.- I, Volume No.- 89, Pages 121 to 125, Being No.- 7884 for the year 1960;

- IV.** Sri Pulin Behari Chakraborty died intestate on 03.04.1964 leaving behind his wife Smt. Sandhya Rani Chakraborty, 5 (five) daughters namely (1) Smt. Mamata Banerjee nee Chakraborty, wife of- Sri Bhunjangalal Banerjee, (2) Smt. Anita Das, wife of- Sri Bhola Nath Das, (3) Smt. Kabita Chakraborty, wife of- Sri Haru Chakraborty, (4) Smt. Namita @ Swapna Chakraborty, wife of- Sri Thakurdas Chakraborty, (5) Smt. Sikha Das nee Chakraborty, wife of- Sri Susanta Das and 3 (three) sons namely (1) Sri Tarun Kanti Chakraborty, (2) Sri Tapas Kanti Chakraborty, (3) Sri Tushar Kanti @ Tapan Kanti Chakraborty as his legal heirs and successors, and all of them jointly inherited his share of land with their other co-sharers;
- V.** Sri Amulya Ranjan Chakraborty and Sri Santosh Ranjan Chakraborty being Plaintiffs instituted a Partition Suit being Title Suit No.- 78 of 1967 before the Learned 1st Sub. Judge at Alipore, against the afore-said 9 (nine) legal heirs of Late Pulin Behari Chakraborty namely (1) Smt. Sandhya Rani Chakraborty, (2) Smt. Mamata Banerjee nee Chakraborty, (3) Smt. Anita Das, (4) Smt. Kabita Chakraborty, (5) Smt. Namita @ Swapna Chakraborty, (6) Smt. Sikha Das nee Chakraborty, (7) Sri Tarun Kanti Chakraborty, (8) Sri Tapas Kanti Chakraborty and (9) Sri Tushar Kanti @ Tapan Kanti Chakraborty being the Principal Defendants and Sri Hari Bhushan Chakraborty, Sri Jatindra Nath Chakraborty, Sri Keval Sarkar, Sri Rabindra Nath Mridha, Sri Arun Kanti Biswas, Sri Debendra Nath Mondal, Sri Nani Gopal Das, Sri Manindra Kumar Mazumdar and Sri

Upendra Kumar Mazumdar being the Proforma Defendants and the said Title Suit was finally decreed on 30.05.1968 by the Learned 1st. Sub. Judge at Alipore, on the basis of compromise petition filed by the parties and the said compromise petition being the Solenama had been treated as part of the Final Decree, as per Solenama Sri Santosh Ranjan Chakraborty being the Plaintiff No.- 2 was absolutely Purchaserd an area of land of 85 decimal comprised in C.S. Khatian No.- 191, C.S. Dag No.- 275, corresponding to R.S. Khatian No.- 221, R.S. Dag No.- 122 at Mouza- Dhalua, Police Station- Sonarpur, along with other landed properties as morefully mentioned in the "Schedule- Kha" in the said compromise petition;

- VI.** Thereafter on 13.12.1972 Sri Santosh Ranjan Chakraborty sold the afore-stated entire land of 85 decimal to (1) Sri Manik Lal Ghosh, (2) Sri Ratan Lal Ghosh, (3) Sri Panna Lal Ghosh, (4) Biman Chandra Ghosh (being minor), all sons of- Sri Umesh Chandra Ghosh by virtue of a Sale Deed registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 52, Pages 149 to 152, Being No. 3944, for the year 1972;
- VII.** After purchasing the said land of 85 decimal (1) Sri Manik Lal Ghosh, (2) Sri Ratan Lal Ghosh, (3) Sri Panna Lal Ghosh, (4) Biman Chandra Ghosh jointly mutated their names in the records of BL& LRO and their names have been published in the L.R. Settlement Record-of-Rights (Parcha) in respect of the said lands and after the death of Biman Chandra Ghosh in an unmarried stage on 07.10.1985 and that of his father Umesh Chandra Ghosh their share of land in the afore-stated land devolved upon (1) Sri Manik Lal Ghosh, (2) Sri Ratan Lal Ghosh and (3) Sri Panna Lal Ghosh and thereafter on 25.03.2013, Sri Manik Lal Ghosh, (2) Sri Ratan Lal Ghosh and (3) Sri Panna Lal Ghosh by virtue of 2 (two) separate Deed of Sale

both registered before D.S.R.-IV, Alipore sold the land total measuring about 9 (nine) cottahs 9 (nine) chittacks 0 (zero) sq. ft. in R.S. Khatian No.- 221, R.S. Dag No.- 122 corresponding to L.R. Dag No. 128, Mouza- Dhalua to Smt. Rakhi Sarkar (the Landowner herein) in the following manners:-
 (i) land measuring about 5 cottahs 9 chittacks 0 sq. ft. by virtue of a Deed of Sale recorded in Book No. I, C.D. Volume No. 18, Pages 786 to 801, Being No. 3099, for the year 2013 and (ii) land measuring about 4 cottahs by virtue of a Deed of Sale recorded in Book No. I, C.D. Volume No. 14, Pages 2193 to 2208, Being No. 2579, for the year 2013 and thereafter Smt. Rakhi Sarkar (the Landowner herein) mutated her name before the BL&LRO Sonarpur and L.R. Record-of-Rights (Parcha) has been published in her name in respect of the said land and Smt. Rakhi Sarkar (the Landowner herein) also mutated her name in the Assessment Records of Rajpur Sonarpur Municipality and at present the Landowner herein has been enjoying the ownership of the said land;

VIII. Thus, by virtue of the above-mentioned 2 (two) Deed of Sale, Smt. Rakhi Sarkar (the Landowner herein) became the owner of the land total measuring about 9 (nine) cottahs 9 (nine) chittacks 0 (zero) sq. ft. in R.S. Khatian No.- 221, R.S. Dag No.- 122 corresponding to L.R. Dag No. 128, Mouza- Dhalua and with an intention to construct a multi-storied building on her said total land the Landowner herein entered into 2 (two) separate Development Agreement with S.P. CONSTRUCTION (the Developer herein) both registered on 19.03.2018 before A.D.S.R. Garia and one recorded in Book No. I, Volume No. 1629-2018, Pages 46187 to 46220, Being No. 1383 for the year 2018 and another recorded in Book No. I, Volume No. 1629-2018, Pages 46221 to 46254, Being No. 1384 for the year 2018 and for smooth running of the construction work, Smt. Rakhi

Sarkar (the Landowner herein) further executed 2 (two) separate Registered Power of Attorney after Registered Development Agreement both registered on 19.03.2018 before A.D.S.R. Garia and one recorded in Book No. I, Volume No. 1629-2018, Pages 45969 to 45995, Being No. 1389 for the year 2018 and another recorded in Book No. I, Volume No. 1629-2018, Pages 46160 to 46186, Being No. 1388 for the year 2018;

- IX.** By virtue of the above-stated 2 (two) Development Agreement as well as Registered Power of Attorney after Registered Development Agreement the Developer herein obtained a sanctioned building plan bearing No. SWS-OBPAS/2207/2023/0016 dated 30.01.2023 from Rajpur Sonarpur Municipality in respect of the First Schedule premises;
- X.** The Said Land is earmarked for the purpose of building a residential project, comprising 15 (fifteen) flats and the said project shall be known as **AASHRAY BANDHAN**;
- XI.** The Rajpur Sonarpur Municipality has granted the commencement certificate to develop the Project vide approval dated bearing no. SWS-OBPAS/2207/2023/0016 dated 30.01.2023;
- XII.** The Purchaser herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Landowner /Developer to purchase the Flat Being No., at the Floor measuring about sq. ft. super built-up area along with one car-parking space measuring about 135 sq. ft. useable area at the Ground Floor of the said building complex named as "AASHRAY BANDHAN" and together with the undivided proportionate share of land as morefully described in Second Schedule hereunder and it has been inter alia agreed between

the parties by an Agreement for Sale dated that the Developer would sale the aforesaid Flat and a car parking space to the Purchaser herein for a consideration of Rs...../- (Rupees) only with the undivided right, title and interest in the said land as described in First Schedule with all common facilities of ingress and egress as mentioned in Third Schedule hereunder and also taking the liabilities of the common expenses as mentioned in Fourth Schedule hereunder;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in pursuance of the said Agreement for Sale dated, and in consideration of the said total sum of Rs...../- (Rupees) only paid by the Purchaser to the Developer by way of full and final payment for the price of the said flat and a car parking space to be credited in the Developers account and the price of the proportionate share of land and common spaces also to be credited to the account of the Landowner/Developer and the rights and properties appurtenant thereto AND the Developer hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Landowner /Developer forever release, discharge, acquit and exonerate the Purchaser the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchaser, the Landowner/Developer do hereby grant, sell, transfer, convey, assign and assure AND the hereby confirms the said sale and transfer of the said properties unto and in favour of the Purchaser ALL THAT the Flat as stated in the Second Schedule Being Flat Being No....., at the Floor measuring about sq. ft. super built-up area along with one car parking space at the Ground Floor of the said building named as

“AASHRAY BANDHAN” Together with undivided proportionate share in the land morefully and particularly mentioned and described in the Second Schedule hereunder and Together with the rights and properties appurtenant thereto (which inter-alia include the proportionate undivided share or interest in the land at the said premises described in the First Schedule hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in Third Schedule hereto) hereinafter collectively called the PROPERTIES TOGETHER WITH the rights of use and enjoyment of all existing other rights and liberties AND which shall at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Landowner/Developer in the aforesaid properties AND all deeds, paths, muniments of title whatsoever exclusively relating to the said Lands TOGETHER WITH proportionate right and/or share in roof, the said building and also together with like right/share in all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto and the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said properties all hereafter collectively called (“the property”) free from all encumbrances charges and or alienation whatsoever TO HAVE AND TO HOLD the property including the flat and a car-parking space and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Purchaser absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force AND subject to the payment of all maintenance charges to the maintenance

Association/agents engaged for carrying out the maintenance were and also all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect of the said properties to the Government of West Bengal, Rajpur Sonarpur Municipality or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose and also subject to the rights and obligations stated hereinafter.

THE LANDOWNER/DEVELOPER HEREBY COVENANT WITH THE PURCHASERS as follows:-

- (i) That the interest which the Landowner/Developer and profess, transfer subsists and the Landowner /Developer and has good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Landowner/Developer and hereby confirms the same unto and in favour of the Purchaser absolutely and forever.
- (ii) AND THAT the Landowner/Developer and has not at any time done or executed or knowingly suffered or been party or privy to any deeds, documents or writing whereby the property i.e. the said flat and a car parking space the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.
- (iii) AND THAT the property (i.e. the said flat and a car parking space as stated in the Second Schedule, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lispendences, covenants, uses, trusts, made or suffered by the Landowner /Developer and or any person or persons arising or lawfully rightfully

and/or equitably claiming any estate or interest therein from under or in trust for the Landowner/Developer.

(iv) The Purchaser shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the said flat and a car parking space as stated in the Second Schedule together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issues and profits thereof for her own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Landowner /Developer and or any person or persons lawfully claiming or to claim through under or in trust for the Landowner/Developer and and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Landowner /Developer.

(v) That the Landowner/Developer and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Purchaser make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.

(vi) **AND THAT** the Unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and for ever discharged from and by the Landowner/Developer and unto and in favour of the Purchaser.

(vii) The Purchaser, shall hereafter, has the right to mutate their names in the Records of the Rajpur Sonarpur Municipality or any other authority or authorities concerned, as owner of the said flat and a car parking space rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the said flat and a car parking space, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Purchaser will pay proportionate share of rates and taxes.

(viii) The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in Third Schedule hereunder written.

(ix) **AND FURTHER THAT** unless prevented by fire or some other irresistible accident the Landowner/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or at any hearing, suit, to the Purchaser and/or the agent/s of the Purchaser or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the Landowner/Developer as the case may be, shall keep all such documents safe whole un-obliterated and shall not use any of such document from alienating and/or encumbering the said flat and a car parking space rights and properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE LANDOWNER /DEVELOPER AND THE PURCHASERS as follows:-

(1) The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements quasi-easements appendages and appurtenances whatsoever belong (or in any way appertaining to the said Flat and a car-parking space) or usually held used occupied or enjoyed or reputed so to be or know as part parcel thereof or appertaining thereto.

(2) The Purchaser shall be entitled to the right or access in common with the Landowner/Developer and and/or other occupiers of the said building at the time and for all normal purposes connected with the use and enjoyed or the said building.

(3) The Purchaser and their agent/s and nominees are also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment as the said Flat and a car parking space and pathways comprised with the said building therein contained shall permit the Purchaser or any person deriving title under the Purchaser and/or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise shall have free passage by any person or persons.

(4) The Purchaser shall have the right of protection of the said Flat and a car parking space to be kept safe and perfect of all portions of the Flat including the entire premises.

(5) The Purchaser shall also be entitled to the right or passage in common as aforesaid of taking gas, electricity water through open spaces from and to the said Flat through pipes, drainage, wires laying or being in under through or over of the said building and premises so far may be reasonable necessary for the beneficial occupation of the said Flat and a car-parking space for the purpose whatsoever.

(6) The Purchaser shall have the right with or without workmen and necessary materials to enter from time to time for the purpose of repairing so far as may be necessary, such pipes, drains etc. mentioned aforesaid and for the purpose of building repair or draining and part or parts of the said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.

THE PURCHASERS DO TH HEREBY COVENANT WITH THE LANDOWNER/DEVELOPER as follows:-

- i)** The Purchaser shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said flat, a car parking space and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.
- ii)** The Purchaser shall not raise any unreasonable objection in respect of the said flat, car parking space and put any requisition concerning the nature, scope and extent thereof.
- iii)** The Purchaser shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the said flat and a car parking space after getting it completed through the Developer as an exclusive contractor and the rights and properties appurtenant thereto from the date of delivery of possession of the said flat a car-parking space after its completion and the rights and properties.
- iv)** The Purchaser shall apply for and have the said flat and a car-parking space, rights, and properties mutated in their names and separately assessed for the purpose of assessment of Municipal rates and taxes.

v) Until such time the said flat and a car-parking space the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Purchaser shall deposit the same with the Landowner /Developer, until the Association is formed by the Landowner/Developer and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and rates.

vi) Upon separation and/or mutation of the said flat, a Car parking space and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Purchaser shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Rajpur Sonarpur Municipality.

vii) The Purchaser shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied Building Tax, Urban Land Tax, if any, water tax etc. in respect of the Building and the said flat proportionately.

viii) The Purchaser shall also be liable to pay the penalty, interests, costs charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchaser in complying with their obligations, hereunder concerning the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchaser will accrue with effect from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Landowner /Developer to the Purchaser.

ix) The Purchaser hereby undertakes to enter as a member of the Flat Landowner' Association to be formed by the Landowner/Developer in the Newly constructed Building appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchaser undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser shall co-operate with the Landowner/Developer and thereafter with the Landowner' Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

x) The Association and the co-Landowner in the Building shall remain liable to indemnify and keep indemnified the Landowner /Developer for all liabilities due to non-fulfilment of their respective obligations hereunder.

xi) The Purchaser shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting, inside wall of the said flat and shall keep the said flat and every part thereof, fittings and fixtures therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place for residential purpose.

THE PURCHASER SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT AND COMMON PARTS THEREOF:

- i.** Not to interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Landowner/Developer.

- ii.** Not to refuse to pay from the time after completion /handing over of the said flat proportionate share of the common expenses as will be required.
- iii.** Not to do anything whereby the Landowner/Developer's right and liberty is affected.
- iv.** Not to throw any rubbish or stone or any article or combustible goods in the common parts.
- v.** Not to carry on any obnoxious, noisy offensive, illegal or immoral activities in the said flat and a car-parking space.
- vi.** Not to cause any nuisance or annoyance to the co-occupants of the other portions of the said Building.
- vii.** Not to decorate or paint or otherwise alter the exterior wall of the said flat or common parts of the buildings in any manner.
- viii.** Not to put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- ix.** Not to use the car-parking area for any other purpose.
- x.** Not to hinder the dependent car parking Landowner in moving their cars and to cooperate them as and when required and keep the car keys with the common security guards for smooth movement of the cars.
- xi.** Not to obstruct in any manner the Landowner/Developer in construction of other blocks or transferring any right in or on the land, building or other flat and a car-parking space etc.
- xii.** Not to claim any partition or sub-division of the said land or the common parts.

- xiii.** Not to block any common passage, so long the utility provided to the Purchaser and occupiers is not obstructed and/or hampered in the event of ingress and egress.

THE LANDOWNER/DEVELOPER AND THE COVENANTS WITH

THE PURCHASER THAT:-

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.
- ii. The right of access in common with the Landowner and other flat Landowner and occupiers of the building at all times for peaceful enjoyment possession and use of the said flat.
- iii. The right of protection of the said flat by or from all parts of the building so far as they now protect the same.
- iv. Right of passage in common as aforesaid of electricity, telephone, telex and common services from and to the said flat through the cables already laid by the Developer for the purpose and so far as shall be necessary for the beneficial enjoyment of the said flat and for all lawful purposes whatsoever.

THE LANDOWNER AND THE DEVELOPER DO HEREBY

CONFIRM, RECORD AND DECLARE that the Developer's obligation to develop the respective share/portion of land stated/described in the respective development agreement entered with the respective vendor stand duly fulfilled and performed and claims and all kinds of rights and

benefits and obligations of the respectively the Landowner and the Developer under the said respective agreements of development stand duly consolidated upon the Developer having obtained the building plan sanctioned and having entered developed the said entire lands and having completed the construction of the contemplated building/s and the Landowner having agreed to the sale of the flats contained in the said buildings to the as herein stated AND neither the Developer nor the respective vendor has any dispute against each other under the said agreements also relating to the respective flats agreed to be sold to the as herein stated.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of land measuring an area of about **9 (nine) cottahs 9 (nine) chittacks 0 (zero) sq. ft.** be the same a little more or less comprised in and formed under Mouza – Dhalua, J.L. No. 43, Touzi No. 340-342, R.S. Khatian No. 221, L.R. Khatian No. 3510, R.S. Dag No. 122, L.R. Dag No. 128, Holding No. 450, Dhalua Uttar, within Ward No. 2, of Rajpur-Sonarapur Municipality under Sub-Registry Office- Garia, Police Station – Narendrapur (previously Sonarapur) within the District – 24 Parganas (South) and the said land is butted and bounded as follows :- (adjacent to Dhalua Main Road).

ON THE NORTH : By 12 ft. wide common passage;
 ON THE SOUTH : By R.S. Dag No. 121;
 ON THE EAST : By R.S. Dag No. 122;
 ON THE WEST : By House of Srinivas Halder;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat and a car-parking space)

ALL THAT the Flat No. situated on the Floor measuring more or less sq. ft. super built up area and along with one covered car parking space measuring about 135 sq. ft. at the Ground Floor of the said G+3 storied building named as “**AASHRAY BANDHAN**” together with the undivided proportionate share of land in the Holding No. 450, Dhalua Uttar, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Facilities)

- Entrance and exit gates of the building.
- Paths passages and open spaces in the building other than those reserved by the Landowner/Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Landowner/Developer for use of any Co-owner.
- Entrance lobby in the ground floors of the building.
- Driveway in the ground floor of the building.
- Staircases of the building along with their full and half landings with both stair cover on the ultimate roof.
- Lift with lift shaft and the lobby in front of it on typical floors and Lift machine room and the stair leading to the roof thereof.
- Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the building.

- Water pump with motor and with water supply pipes to overhead /underground water tank and with distribution pipes there from connecting to different units of the building.
- Underground water reservoir for municipal water with a pull on pumps installed thereat for the building.
- Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the municipal drain.
- Common bathroom with W.C. and common toilets in ground floor of the building.
- Room for darwan/security guard.
- Boundary walls.
- The roof of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space at the said land, main entrance and exit gates, lift/elevators, landings and staircases of the said block and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said land so enjoyed or used by the Purchaser in

common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems, Deep Tube Well etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Owner or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the land (save those assessed separately in respect of any Unit).
6. **INSURANCE** : Insurance premium for insurance of the said Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

IN WITNESS WHEREOF the parties abovenamed have hereunto set and subscribed their respective hands to these presents on the day month and year first above written.

SIGNED AND DELIVERED by the
Parties above-named in presence of:-

WITNESSES:

1.

Signature of the Landowner

2.

Signature of the Developer

Signature of the Purchaser

MEMO OF CONSIDERATION

RECEIVED the sum of **Rs.....**/(**Rupees.....**) only from
the within named Purchaser as per the Memo below :-

Cheque No.	Bank	Date	Amount
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WITNESSES :

1.

Signature of the Developer

2.

Drafted by –

Dibakar Bhattacharjee
Advocate
High Court, Calcutta